

Exhibit A
Proof of Claim No. 19633



| UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK | | PROOF OF CLAIM |
|---|--|---|
| <p>Name of Debtor (Check Only One) Case No</p> <p><input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (REG)</p> <p><input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) 09-50027 (REG)</p> <p><input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) 09-50028 (REG)</p> <p><input type="checkbox"/> MLC of Harlem Inc. (f/k/a Chevrolet Saturn of Harlem Inc.) 09-13558 (REG)</p> | | <p><u>Your Claim is Scheduled As Follows.</u></p> <p style="text-align: center;">FILED - 19633</p> <p style="text-align: center;">MOTORS LIQUIDATION COMPANY</p> <p style="text-align: center;">F/K/A GENERAL MOTORS CORP</p> <p style="text-align: center;">SDNY # 09-50026 (REG)</p> <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; margin: 10px auto; display: flex; align-items: center; justify-content: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">THE GARDEN CITY GROUP, INC.</div> <div>NOV 4 2009</div> </div> |
| <p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</p> | | |
| <p>Name of Creditor (the person or other entity to whom the debtor owes money or property) LaRonda Hunter, Robin Gonzales*</p> <p>Name and address where notices should be sent Ira Spiro, Mark Moore, Spiro Moss LLP 11377 Olympic Bl Los Angeles CA 90064</p> <p>Telephone number 310-235-2468 E-mail Address mark@spiromoss.com</p> | <p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim</p> <p>Court Claim Number _____ (If known)</p> <p>Filed on _____</p> | <p>If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor, and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p> |
| <p>Name and address where payment should be sent (if different from above) *Hunter & Gonzales for class of all who bought or leased GM vehicles in attached 4th amended complaint, case BC324622</p> <p>Telephone number _____</p> | <p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.</p> | |
| <p>1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ unknown</p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p> | | <p>5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) & 507(a)(2)</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()</p> <p style="text-align: center;">Amount entitled to priority</p> <p style="text-align: center;">\$ _____</p> <p style="font-size: x-small;">*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p> |
| <p>2 Basis for Claim defective brakes, case BC324622 CA Superior Ct LA (See instruction #2 on reverse side)</p> | | |
| <p>3 Last four digits of any number by which creditor identifies debtor _____</p> <p>3a Debtor may have scheduled account as _____ (See instruction #3a on reverse side)</p> | | |
| <p>4 Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe _____</p> <p>Value of Property \$ _____ Annual Interest Rate % _____</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection _____</p> <p>Amount of Secured Claim \$ _____ Amount Unsecured \$ _____</p> | | |
| <p>6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of redacted on reverse side.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment.</p> | | |
| <p>Date 11/3/09</p> | <p>Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p style="text-align: center;">IRA SPIRO <i>[Signature]</i> Atty for claimants and putative class</p> | |
| <p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571. Modified B10 (GCC) (12/08)</p> | | <p>FOR COURT USE ONLY</p> |

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL, THE GARDEN CITY GROUP INC., ATTN: MOTORS LIQUIDATION COMPANY, CLAIMS PROCESSING, P.O. BOX 9366, DUBLIN, OH 43017-4286; IF BY HAND OR OVERNIGHT COURIER, THE GARDEN CITY GROUP INC., ATTN: MOTORS LIQUIDATION COMPANY, CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Court Name of Debtor and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee, or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a. Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS below.) Attach documentation supporting such claim.

6. Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title of any of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

| | |
|--|----------------|
| Motors Liquidation Company (aka General Motors Corporation) | 09-50026 (RTG) |
| MLCS LLC (aka Saturn LLC) | 09-50027 (RTG) |
| MLCS Distribution Corporation (aka Saturn Distribution Corporation) | 09-50028 (RTG) |
| MI Co of Harlem, Inc. (aka Chevrolet Saturn of Harlem, Inc.) | 09-13558 (RTG) |

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc., as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor should redact and use only the last four digits of any social-security individual's

tax-identification, or financial-account number, all but the initials of a minor's name, and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alex Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

1 Adam Voyles - (Admitted *Pro Hac Vice*)
2 HEARD, ROBINS, CLOUD & LUBEL, LLP
3 One Allen Center, 500 Dallas, Suite 3100
Houston, Texas 77002
(832) 214-4839, fax (713) 650-1400

4 Ira Spiro - State Bar No. 67641
5 Dennis F. Moss - State Bar No. 77512
6 René L. Barge - State Bar No. 182317
7 David M. Arbogast - State Bar No. 167571
8 SPIRO MOSS BARNES HARRISON & BARGE, LLP
11377 W. Olympic Boulevard, Fifth Floor
Los Angeles, CA 90064-1683
(310) 235-2468, fax (310) 235-2456

9 Attorneys for Plaintiffs La Ronda Hunter,
Rosana N. Pulgarin, Robin Gonzales and all others Similarly Situated

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
12

13 La RONDA HUNTER, ROSANA N.
14 PULGARIN, and ROBIN GONZALES on
15 behalf of themselves and on behalf of all
others similarly situated and the general
public,

16 Plaintiffs,
17

18 v
19

20 GENERAL MOTORS CORPORATION
21 and DOES 1 through 100,
22

23 Defendants.
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ORIGINAL FILED

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Dept. 311

CASE NO. BC 324 622

CLASS ACTION

[Assigned to the Hon. Carl J. West, Dept. 311]

FOURTH AMENDED COMPLAINT FOR:

- (1) VIOLATION OF CALIFORNIA'S
CONSUMER LEGAL REMEDIES ACT
("CLRA"), Civil Code § 1750 *et seq.*; and
- (2) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION ACT ("UCL"), Bus. & Prof.
Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

I.

INTRODUCTION

1 Defendant General Motors Corporation ("GM") admits that it designed, manufactured,
2 marketed, advertised, distributed, sold and delivered certain vehicles that are defective. Specifically, GM
3 admits that all the PBR and TRW parking brake systems in 1999 - 2005 model year trucks and sport utility
4 vehicles ("SUV's") manufactured, marketed and sold by it are defective.
5

6 **"General Motors has decided that a defect, which relates to motor vehicle safety, exists
7 in certain 1999-2002 C/K 1500 Series (PBR parking brake system) and 2001-2005 C/K
8 2500 and 3500 Series (TRW parking brake system) pickups with manual
9 transmissions"**
10

11 2 These parking brake systems are not only defective, they present an unreasonable public risk
12 of motor vehicle accidents resulting in serious bodily injury and/or death. By way of one example among
13 many, it was reported by NHTSA, the National Highway Traffic Safety Administration, that in June 2004,
14 a California resident and mother of two exited her vehicle (one of the Subject Vehicles) after engaging the
15 parking brake and placing the automatic transmission in Park. The vehicle began to roll and in attempting
16 to save her two children trapped in the run away vehicle, she was run over by her own vehicle. She
17 sustained severe bodily injury and her vehicle violently struck a tree, injuring her two children, and causing
18 extensive damage to the vehicle and property.

19 3 Despite this admission, and its knowledge, awareness and responsibility for the defect, GM
20 made false, misleading, unfair, deceptive, unlawful and fraudulent representations to consumers, including
21 Plaintiffs Ms. Hunter, Ms. Pulgarin, and Ms. Gonzales, about the quality, safety and braking systems of its
22 defective vehicles. For example, GM made the following representations, among others, to Ms. Hunter,
23 Ms. Pulgarin, Ms. Gonzales, and others similarly situated, that the Subject Vehicles (as defined below)

- 24 • had a "TECHNICALLY ADVANCED BRAKING SYSTEM",
- 25 • "new braking systems that increase brake pad life by up to four times that of current
26 models" and "the brake pad life can last up to four times longer than the previous design"
- 27 • brake systems meeting regional legal requirements"
- 28

- 1 • "vehicles [] engineered for excellent durability [and] Perhaps most noteworthy, redesigned
- 2 braking [] systems "
- 3 • were "ENGINEER[ED] [] TO THE HIGHEST STANDARD",
- 4 • were "CERTIFIED" to comply with "ALL APPLICABLE U.S FEDERAL MOTOR
- 5 VEHICLE SAFETY STANDARDS"
- 6 • "WAS DESIGNED AND TESTED WITH TOP-QUALITY GM BRAKE PARTS"
- 7 • "At GMC we believe that safe driving begins by avoiding collisions, and the Yukon and
- 8 Yukon XL are engineered to help you do exactly that "
- 9 • "engineered to meet our toughest standards"
- 10 • "the most dependable, longest-lasting trucks on the road "
- 11 • were equipped with "PROFESSIONAL BRAKE ENGINEERING. "
- 12 • were equipped with a "COMPLEX" . "braking system"
- 13 • were "PRECISION-ENGINEERED AND BUILT TO [GM'S] HIGH QUALITY
- 14 STANDARDS"
- 15 • "tough technology, designed to bring you a more dependable, longer-lasting truck
- 16 • excellent breaking power and minimal brake fade "
- 17 • **"the most dependable, longest lasting trucks on the road * * Dependability based on**
- 18 **longevity "**
- 19 • "Repairs made to correct any vehicle defect"
- 20 • "brake systems requires meeting regional legal requirements"
- 21 • "an even higher level of safety and security features than the previous generation And it does
- 22 your safety and security are always a top priority – even in the things you may not readily
- 23 notice Your safety and security In the all-new Tahoe, it's what really matters to us "
- 24 • "we began redesigning the full-size SUVs by extensively researching the needs of our
- 25 customers establishing new benchmarks in Yukon's performance "

26 Each of these representations (and other representations) made by GM to Ms Hunter, Ms Pulgarin, and Ms
27 Gonzales, and others similarly situated were false and GM knew they were false when they made them GM
28 knew these representations were false because at the time they were made to Plaintiffs, GM knew that the

Subject Vehicles had defective brake systems, were of inferior quality, and are unsafe

4 This action is brought under the Consumer Legal Remedies Act, Civil Code §§ 1750 *et seq* , and Business & Professions Code §§ 17200 *et seq* , Civil Code section 1795.90 *et seq* (“California’s Secret Warranty Law”) and other laws and seeks to hold GM liable to Ms Hunter, Ms Pulgarin, Ms Gonzales and others similarly situated for, among other things, GM’s unlawful, unfair, fraudulent and deceptive business acts and practices. GM made false, fraudulent, unfair, deceptive and unlawful representations to Ms. Hunter, Ms Pulgarin, Ms Gonzales, and others similarly situated about the quality, safety and functionality of the parking brake systems on certain of its trucks and SUVs – trucks and SUVs that it knew were of inferior quality, unsafe and equipped with defective parking brake systems when it made the false, fraudulent, unfair, deceptive and unlawful representations.

5 Plaintiffs bring this class action on behalf of themselves and all others similarly situated for damages, restitution, and other relief against GM for, among other things, designing, manufacturing, certifying, distributing and selling vehicles with a defective parking brake system. The models of trucks with a defective parking brake system include at least the following: 2002-2003 Cadillac Escalade, Escalade EXIST, 2003 Cadillac Escalade ESV, 1998-2003 Chevrolet Blazer, 1999-2003 Chevrolet Silverado 1500 Series (trucks), 2000-2003 Chevrolet Suburban, Tahoe (1500 Series), 2002-2003 Chevrolet TrailBlazer, Trailblazer EXIST, 1998-2003 GMC Jimmy, 1999-2003 GMC Sierra 1500 Series, 2000-2003 GMC Yukon 1500 Series, 2002-2003 GMC Envoy, Envoy XL, 2002-2003 Chevrolet Avalanche 1500 Series Models, and 1998-2003 Oldsmobile Bravada (the "Subject Vehicles"). Each of these vehicle models have the parking brake systems identified and admitted by GM to be defective.

II.

JURISDICTION AND VENUE

6 This action asserts claims under the California Consumers Legal Remedies Act, Civil Code §§ 1750 *et seq* , the California Unfair Competition Law, Business & Professions Code §§ 17200 *et seq* , and similar common and statutory law in effect nationwide. This Court has jurisdiction over this action under Article 6 of the California Constitution and Code of Civil Procedure § 410.10.

7 Venue is proper in this county, because acts, conduct, and events alleged herein occurred in
Los Angeles County Venue is proper in this county because the transactions in which the named plaintiffs

1 bought their vehicles occurred in Los Angeles County The undersigned declares under penalty of perjury
2 under the laws of the State of California that the preceding sentence is true and correct and was executed
3 at Los Angeles, on the date set forth at his signature

4 **III.**

5 **PARTIES**

6 8. Plaintiff La Ronda Hunter is a Los Angeles County, California resident Ms. Hunter
7 purchased and owns one of the Subject Vehicles, a 2001 GMC Yukon 1500 Series Model, which was
8 designed, manufactured, tested, evaluated, inspected, certified, marketed, advertised, distributed, sold and
9 delivered to her with a defective parking brake system Ms Hunter's vehicle has the PBR parking brake
10 system that GM admits is defective Ms Hunter made efforts to have GM correct, repair, replace or
11 otherwise rectify the unsafe and defective parking brake system on her 2001 GMC Yukon, which GM
12 refused to do Ms Hunter expended her own funds, approximately \$260 00 in parts and labor, to have the
13 defective brakes replaced Additionally, Ms. Hunter has suffered damages and lost money in an amount
14 equal to the difference between what was represented, a vehicle with a parking brake system that would
15 work as an immobilization device, and what she received, a vehicle with a defective parking brake system
16 that would not immobilize the vehicle when required

17 9 Ms Hunter appears in this action on behalf of herself and on behalf of all others similarly
18 situated pursuant to Business and Professions Code §§17200 *et seq* Ms Hunter also appears on behalf of
19 the General Public in her capacity as a private attorney general

20 10 Plaintiff Rosana N Pulgarin is a Los Angeles County, California resident Ms Pulgarin
21 purchased and owns one of the Subject Vehicles, a 2001 Chevrolet Tahoe, which was designed,
22 manufactured, tested, evaluated, inspected, certified, marketed, advertised, distributed, sold and delivered
23 to her with a defective parking brake system Ms Pulgarin's vehicle also has the PBR parking brake system
24 that GM admits is defective. Ms Pulgarin made efforts to have GM correct, repair, replace or otherwise
25 rectify the unsafe and defective parking brake system on her 2001 Chevrolet Tahoe which GM refused to
26 do In particular, in response to GM's representations as alleged herein, Ms Pulgarin has at all times
27 maintained her customer loyalty with the same GM dealership where she purchased her Subject Vehicle,
28 new Ms Pulgarin has faithfully returned to that same GM dealership every 3,000 miles for routine

1 maintenance, oil changes and inspections, and taken her vehicle to that GM dealership for GM's "Scheduled
2 Maintenance" at "7,500 Miles (12 500 km)," "15,000 Miles (25 000 km)," "22,500 Miles (37 500 km)," and
3 "30,000 Miles (50 000 km)" as instructed by her GM "Owner's Manual." To date, Ms. Pulgarin has spent
4 hundreds of dollars on GM's claimed "Quality Service," yet at no time, during any of these periodic and/or
5 GM "Scheduled Maintenance" visits has GM informed her that her parking brake system on the Subject
6 Vehicle is defective and/or repaired the defects as alleged herein. As a result, Ms. Pulgarin has conferred
7 an economic benefit on GM, by returning to the Dealership where she purchased her vehicle and at all times
8 relevant, GM has failed to live up to their end of the bargain and performed the "repairs made to correct any
9 vehicle defect" as represented and as warranted by GM. As a direct and proximate result, Ms. Pulgarin has
10 suffered damages and lost money in an amount equal to the difference between what was represented, a
11 vehicle with a parking brake system that would work as an immobilization device, and what she received,
12 a vehicle with a defective parking brake system that would not immobilize the vehicle when required and
13 conferred a monetary benefit to GM which is unjust for GM to retain all or a portion of those monies
14 Plaintiff has paid GM. The defective parking brake system on Ms. Pulgarin's vehicle manifested itself by
15 showing abnormal and premature wear on the linings of the rear parking brake requiring repair. Therefore,
16 the defective parking brakes on her vehicle are malfunctioning and/or are failing before the end of their
17 expected useful life.

18 11 Ms. Pulgarin appears in this action on behalf of herself and on behalf of all others similarly
19 situated pursuant to Business and Professions Code §§17200 *et seq.* Ms. Pulgarin also appears on behalf
20 of the General Public in her capacity as a private attorney general.

21 12 Plaintiff Robin Gonzales is a Los Angeles County, California resident. Ms. Gonzales
22 purchased and owns one of the Subject Vehicles, a 2001 Chevrolet Silverado, which was designed,
23 manufactured, tested, evaluated, inspected, certified, marketed, advertised, distributed, sold and delivered
24 to her with a defective parking brake system. Ms. Gonzales' vehicle has the PBR parking brake system that
25 GM admits is defective. Ms. Gonzales made numerous efforts to have GM correct, repair, replace or
26 otherwise rectify the unsafe and defective parking brake system on her 2001 Chevrolet Silverado which GM
27 refused to do. Specifically, Ms. Gonzales presented her Subject Vehicle to an authorized GM service and
28 repair center for periodic service and repair and for GM's "Scheduled Maintenance" at "7,500 Miles (12 500

1 km)," "15,000 Miles (25 000 km)," "22,500 Miles (37 500 km)," and "30,000 Miles (50 000 km)" as
2 instructed by her GM "Owner's Manual " In particular, within GM's warranty period, at approximately
3 29,000 miles, Ms Gonzales took her 2001 Chevrolet Silverado to an authorized GM Dealer for service and
4 repair of a number of defects and/or problems, which include a defect and/or problem with her parking
5 brakes not working and/or otherwise being inoperable Upon return of the Subject Vehicle to Ms Gonzales,
6 the authorized GM Dealer provided a written summary of repairs, and buried within that summary was the
7 following notation "COMMENTS . PARKING BRAKE INOP " Shortly thereafter, Ms Gonzales
8 confronted GM's authorized service and/or repair representatives and requested that GM repair and/or make
9 the parking brake operable. In response to Ms Gonzales' requests, GM represented that Ms Gonzales does
10 not need parking brakes and has refused to repair the defective parking brakes and/or otherwise make them
11 operable as warranted and as represented To this day, GM has never warned or advised Ms Gonzales and
12 others similarly situated of the safety related design defect that has at all times relevant existed in the parking
13 brake system on her vehicle To date, Ms. Gonzales has spent hundreds of dollars on GM's claimed
14 "Quality Service," yet at no time, during any of Ms Gonzales' numerous periodic and/or GM "Scheduled
15 Maintenance" visits has GM ever notified her that the defect(s) in her parking brake system on the Subject
16 Vehicle present an unreasonable public risk of motor vehicle accidents resulting in serious bodily injury
17 and/or death nor has GM at any time offered to or corrected the defective parking brake system on the
18 Subject Vehicle free of charge, as warranted and as represented As a result, Ms Gonzales has conferred
19 an economic benefit on GM by returning to the GM authorized Dealerships and service centers for service
20 and repair of her vehicle and GM has failed to live up to their end of the bargain and has not performed the
21 "repairs made to correct any vehicle defect" and/or as represented and as warranted by GM

22 13 Ms Gonzales expended her own funds, approximately \$417 00 in parts and labor, to have
23 the defective brakes on her 2001 Chevrolet Silverado replaced Further, as a direct and proximate result of
24 GM's misconduct alleged herein. Ms Gonzales has also been injured and lost money in an amount equal
25 to the difference between what was represented, a vehicle with a parking brake system that would work as
26 an immobilization device, and what she received, a vehicle with a defective parking brake system that would
27 not immobilize the vehicle when required and conferred a monetary benefit to GM which is unjust for GM
28 to retain all or a portion of those monies Plaintiff gave GM

1 14 Ms Gonzales appears in this action on behalf of herself and on behalf of all others similarly
2 situated pursuant to Business and Professions Code §§17200 *et seq* Ms Gonzales also appears on behalf
3 of the General Public in her capacity as a private attorney general.

4 15 GM is a Delaware corporation doing business in California and throughout the United States
5 GM does business in Los Angeles County, California and at all relevant times designed, manufactured,
6 promoted, marketed, distributed, and/or sold the Subject Vehicles throughout California and the rest of the
7 United States GM has significant contacts with Los Angeles County and the activities complained of herein
8 occurred in whole or in part, in Los Angeles County

9 16 Plaintiffs are informed and believe and thereon allege that Defendants Does 1 through 100
10 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff

11 17 Plaintiffs are unaware of the true names of Defendants Does 1 through 100 Plaintiffs sue
12 said defendants by said fictitious names, and will amend this complaint when the true names and capacities
13 are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the
14 Court Plaintiffs are informed and believe that each of the fictitiously named defendants is in some manner
15 responsible for the events and allegations set forth in this complaint

16 18 Plaintiffs are informed, believe, and thereon allege that at all relevant times, each defendant
17 was a developer, designer, manufacturer, distributor and/or seller of trucks, was the principal agent, partner,
18 joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor
19 in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
20 or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
21 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this
22 complaint Plaintiffs are further informed and believe and thereon allege that each defendant acted pursuant
23 to and within the scope of the relationships alleged above, and that at all relevant times, each defendant knew
24 or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
25 conduct of all other defendants As used in this complaint, "Defendants" means "Defendants and each of
26 them," and refers to the Defendants named in the particular cause of action in which the word appears and
27 includes GM and Does 1 through 100

28 19 At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,

1 employee, and/or joint venturer of each of the other defendants and was acting within the course and scope
2 of said conspiracy, agency, employment, and/or joint venture and with the permission and consent of each
3 of the other Defendants

4 20 Plaintiffs make the allegations in this complaint without any admission that, as to any
5 particular allegation, plaintiffs bear the burden of pleading, proving, or persuading, and plaintiffs reserve
6 all of plaintiffs rights to plead in the alternative

7 IV.

8 **FACTS COMMON TO ALL CAUSES OF ACTION**

9 **A. General Motors Corporation – The World's Largest Automaker**

10 21 GM is the world's largest automaker and has been the global industry sales leader since 1931
11 Founded in 1908, GM has manufacturing operations in 32 countries and its vehicles are sold in 200
12 countries In 2004, GM sold nearly 9 million cars and trucks globally, the second-highest total in the
13 company's history GM's automotive brands include Buick, Cadillac, Chevrolet, GMC, Holden, HUMMER,
14 Opel, Pontiac, Saab, Saturn and Vauxhall GM Parts and accessories are sold under the GM, GM
15 Goodwrench and ACDelco brands through GM Service and Parts Operations, which supplies GM
16 dealerships and distributors worldwide

17 **B. GM's Defective Parking Brake System**

18 22 In 1998, GM introduced several models of trucks and SUVs based on their GMT800
19 platform The GMT800 platform vehicles were equipped with a newly designed parking brake system called
20 a drum-in-hat or Banksia Style parking brake system This parking brake system is identified by GM as the
21 PBR parking brake system and as the TRW parking brake system It is referred to herein as the "PBR/TRW
22 parking brake system " The PBR and TRW parking brake systems are substantially identical, the difference
23 being that the PBR parking brake system was installed on 1500 Series vehicles and the TRW parking brake
24 system was installed on 2500/3500 Series vehicles Both the PBR and the TRW parking brake systems were
25 designed, intended and described by GM to be a "life of the vehicle part" with an expected life span of well
26 over 200,000 miles

27 23 The PBR/TRW parking brake system on each of the vehicles is identical and consists of a
28 small cable-actuated non-service drum brake contained within the "hat" portion of the rear disc brake rotors

1 This drum-in-hat or Banksia-style parking brake system contains a single brake shoe inside each of the rear
2 wheel drums (2 per vehicle) and does not contain any provision or mechanism for actively self-centering
3 the brake shoe within the "hat" portion of the brake drum This drum-in-hat parking brake system was
4 originally designed, manufactured and sold with a single hold down clip to maintain the concentric location
5 of the parking brake shoe within the parking brake drum However, due to the excessive hold down force
6 of the single retainer clip mechanism as originally designed, the parking brake shoe, upon its first
7 engagement allowed the parking brake shoe to rotate out of alignment and remain in contact with the parking
8 brake drum Due to the fact that this parking brake system contained no provision for self centering the
9 brake shoe within the "hat" portion of the drum, causing the parking brake shoes to sustain prolonged
10 contact with the brake drum while driving, causing and/or contributing to the parking brake linings to fail
11 and/or wearing out failing prematurely which GM has estimated at an average of 24 months in service
12 However, in a substantial number of these vehicles, the parking brakes never worked at all upon delivery
13 and/or sale to the consumer

14 24 At all times relevant, GM intended and reasonably expected the parking brakes on these
15 vehicles to last the life of the vehicle and not wear out and fail before the end of the useful life absent a
16 defect as alleged herein which causes the parking brake shoe or lining to move off center and contact the
17 rear brake drum while the vehicles are being driven This contact between the parking brake linings and the
18 rear brake drums while the vehicle is moving is directly and proximately caused by the defect as alleged
19 herein

20 25 These vehicles manufactured and/or equipped with the "drum-in-hat" parking brake system
21 or Banksia-style parking brake system were defective at the time of delivery and soon after these vehicles
22 were sold to the public, GM received complaint and warranty information that the parking brake linings were
23 wearing out very early in the life of the vehicles (at an average of 24 months in service), reducing the parking
24 brakes effectiveness to immobilize the vehicles, the intended purpose for which the parking brake system
25 was designed to do

26 26 In October of 2002, GM described the defect in a Technical Service Bulletin ("TSB") wherein
27 it acknowledged the defect and alerted its dealers that the defect was applicable to all of the vehicles with
28 the PBR and TRW parking brake systems GM described the defective condition as "the parking brake shoe

1 contacting the drum in hat rotor without the parking brake being applied, causing premature wear on the
2 shoe lining " What GM failed to also disclose in its TSB was that the defective design not only caused
3 premature parking brake failure, but that it also caused certain of the affected vehicles parking brakes to fail
4 altogether and/or not work from the minute the affected vehicles rolled off the assembly line

5 27 It is now known that all of the following vehicles have the defective PBR/TRW parking brake
6 system: 2002-2003 Cadillac Escalade, Escalade EXIST, 2003 Cadillac Escalade ESV, 1998-2003 Chevrolet
7 Blazer, 1999-2003 Chevrolet Silverado 1500 Series (trucks); 2000-2003 Chevrolet Suburban, Tahoe (1500
8 Series), 2002-2003 Chevrolet TrailBlazer, Trailblazer EXIST, 1998-2003 GMC Jimmy, 1999-2003 GMC
9 Sierra 1500 Series, 2000-2003 GMC Yukon 1500 Series, 2002-2003 GMC Envoy, Envoy XL, 2002-2003
10 Chevrolet Avalanche 1500 Series Models, and 1998-2003 Oldsmobile Bravada (defined *supra* as the
11 "Subject Vehicles")

12 28 The PBR/TRW parking brake system on the Subject Vehicles are, remain, and have always
13 been defective The defect causes the Subject Vehicles' parking brake systems not to work, fail, and/or are
14 substantially certain to fail prematurely, which is exactly the case with Ms Hunter, Ms Pulgarin, Ms
15 Gonzales, and millions of other owners and lessees of the Subject Vehicles A PBR/TRW parking brake
16 system engineering report from GM to NHTSA discusses the consequences of GM's defective PBR/TRW
17 parking brake system - IT DOES NOT HOLD THE VEHICLE The report states that PBR/TRW parking
18 brake system vehicles "the parking brake friction linings may wear to an extent where the parking brake can
19 become ineffective in immobilizing a parked vehicle " The report goes on to emphasize this point

20 **"Consequence: IF THE PARKING BRAKE DOES NOT HOLD, UNATTENDED**
21 **VEHICLE MOVEMENT COULD OCCUR, WHICH COULD RESULT IN A**
22 **CRASH."**

23 29 Accordingly, it is without question that the PBR/TRW parking brake systems are, remain and
24 have always been defective and it is unquestionable that as a result of the defect, the parking brake systems
25 on the Subject Vehicles do not hold or stop the vehicles, which is the only purpose for parking brakes Not
26 only does this defect cause the Subject Vehicles to be unsuitable and unsafe for their intended use, it has and
27 will continue to create serious dangers for drivers, passengers and pedestrians This fact is underscored by
28 the hundreds of complaints lodged with NHTSA and the scores of injuries as well as deaths described in the

1 NHTSA database as being caused by the defective PBR/TRW parking brake systems.

2 **C. GM's Knowledge of the Defect that Existed in the Subject Vehicles**

3 30 Almost immediately after the launch of the trucks and SUVs equipped with the defective
4 PBR/TRW parking brake systems, GM became aware and knew that these parking brake systems were
5 defective, would not work as intended, and would definitely not last the life of the vehicle, i.e., over 200,000
6 miles

7 31 It is also now known from GM documents disclosed to NHTSA as a part of it's investigation
8 that GM knew by September 18, 2000, and likely much earlier, that the parking brake systems on the Subject
9 Vehicles were defective

10 On Monday, September 18, 2000, Steve Love, Brand Quality Manager for the GMT800
11 Pickups, Sierra and Silverado trucks and SUVs sent a letter to GM's dealer partners stating
12 that the drum-in-hat parking brake system found on these vehicles "is not self-adjusting
13 ... requir[ing] frequent adjustments[.]"

14 And, that around this same time in 2000, GM was receiving numerous reports of parking brake failures --
15 prompting NHTSA to initiate an investigation in 2001

16 32 According to the GM documents produced in response to NHTSA's investigation of the
17 defective parking brake system on the Subject Vehicles, it was not until late 2001 that GM first began
18 investigating solutions to fix the defect, and did so without (i) providing any notice or disclosure of the
19 known defect, or the inherent dangers caused by it, to the current or would-be owners and lessees of the
20 Subject Vehicles, and without (ii) curtailing or modifying the express representations it was making to the
21 public about the quality, safety and functionality of the parking brake systems on the Subject Vehicles

22 33 The GM documents disclosed to NHTSA also reveal that GM secretly initiated its first step
23 towards addressing the defect in October 2001 by issuing "[a]n Engineering Work Order (EWO) to release
24 a spring clip retainer with lower retaining force" for the defective brake systems. These GM records also
25 reveal that after initiating the EWO, GM then waited two years before it began implementing this EWO in
26 the 2003 model year Subject Vehicles. In the interim, however, upon information and belief, not wanting
27 to let its own engineering incompetence get in the way of profits, GM issued a Technical Service Bulletin
28 ("TSB") offering dealers and repair centers a Brake Kit which they in turn could sell to unwitting (and

1 uninformed) consumers to allegedly fix the defect. However, this only compounded the inferior quality of
2 the PBR/TRW parking brake system, because neither the Brake Kit nor the EWO fixed the defect, which
3 GM later acknowledged in a letter forwarded to NHTSA. GM, therefore, not only sold Plaintiffs and others
4 similarly situated a defective and malfunctioning parking brake system in the Subject Vehicles, but profited
5 from doing so via the sale of an ineffective aftermarket Brake Kit, which did not even fix the problem.

6 34 The GM documents disclosed to NHTSA also suggest that GM waited until October of 2004
7 before it conducted any durability testing on the PBR/TRW parking brake system. GM waited four years
8 despite becoming aware as early as 2000, as evidenced by these GM records, that (i) there was an
9 extraordinarily significant number of reports of brake failures, (ii) there was an impending NHTSA
10 investigation, (iii) crashes and wrecks were caused by the defect, and (iv) GM's own internal engineering
11 reports chronicled the failures. Upon information and belief, it was only as result of the GM's own
12 durability test data that it realized it could no longer continue to ignore the PBR/TRW parking brake
13 system defect.

14 35 In 2005 (more than 4 years after GM first became aware of the defect), GM actually corrected
15 the defect. GM did so by redesigning the parking brake system for new vehicles sold beginning sometime
16 in 2005, "to accommodate two low-force spring clip retainers," replacing, among other things, the original
17 and inferior one spring clip design. This correction on new vehicles, however, obviously did not help the
18 current owners and lessees of the Subject Vehicles previously manufactured.

19 36 It was also in 2005, in conjunction with its parking brake system redesign, and, upon
20 information and belief, in response to a mounting outcry of consumer complaints, numerous injuries,
21 pressure from NHTSA, and the initial filing of this lawsuit, when GM finally announced a safety recall
22 (albeit it limited and incomplete), providing free braking system repair and replacement of the defective
23 PBR/TRW parking brake systems only for those vehicles with manual transmissions. Without explanation
24 or rational justification, GM limited its recall to only a small percentage of the 4.1 million defective
25 PBR/TRW parking brake systems sold, and only provided notice, recall, and free repair and replacement for
26 vehicles with manual transmissions. At no point during any of this time leading up to the recall did GM ever
27 notify the existing or would-be Subject Vehicle owners and lessees about the defect or that the
28 representations it had made regarding the quality, safety and functionality of the parking brake systems on

1 the Subject Vehicles was false. Again, after countless opportunities to cure the defect(s) by providing
2 owners and lessees with a repair and replacement remedy, GM instead chose to remain silent, concealing
3 the true facts concerning these defects, and knowingly and willfully continued to certify the Subject
4 Vehicles, partially disclosing some information touting the quality, safety, functionality and/or reliability
5 of the parking brakes, but at all relevant times failing to disclose other relevant material facts concerning the
6 defect(s) in the parking brakes all the while knowing that Plaintiffs and others similarly situated had no
7 knowledge of the serious safety related defect in these parking brake systems in order to continue to sell
8 these vehicles and maximize their profits

9 37 At all relevant times, GM has been aware of the PBR/TRW parking brake system defect on
10 the Subject Vehicles, and has consciously disregarded the rights and safety of Plaintiffs, members of the
11 Class and the General Public, in that numerous complaints about the defective parking brake system in the
12 Subject Vehicles have been lodged with GM, including injury incidents and deaths caused by the defective
13 parking brake systems failure to immobilize these vehicles. The misconduct of GM as alleged in this
14 complaint has resulted in injury to Plaintiffs, members of the Class and the General Public, was done with
15 malice, fraud, and oppression and in willful and conscious disregard of the rights and safety of Plaintiffs and
16 others. Specifically, GM and Defendants DOES 1 through 100, through their officers, directors and/or
17 managing agents, authorized, directed, conducted, or ratified each of the following acts and engaged in the
18 following conduct:

19 (a) Before marketing the Subject Vehicles, GM knew, based on its own experience and
20 testing, that many consumers would be injured and/or killed if the vehicles were marketed with ineffective
21 and/or inoperable parking brakes. Nevertheless, GM chose to market the Subject Vehicles with defective
22 and/or inoperable parking brakes, substantially likely to result, and has resulted in severe and/or substantial
23 injuries to consumers,

24 (b) Based on information and belief, GM failed to perform adequate tests and studies,
25 and/or performed such tests and studies and knew, by 2000, and very likely much earlier, that the parking
26 brake system on the Subject Vehicles was defective and as a result, would require frequent adjustments and
27 were substantially certain to fail, become inoperable and/or ineffective as an immobilization device, and thus
28 were extremely dangerous and potentially deadly. Further, no later than 2002, GM had designed and

1 manufactured a replacement "low-force spring clip retainer" to cure the defect(s) and released these products
2 for sale to the public for approximately \$165 00 per vehicle. However, it was not until 2005 that all of the
3 Subject Vehicles were designed, manufactured and built with the necessary modifications for an effective
4 (operable) parking brake system on these vehicles. To this day, GM has not installed the replacement
5 parking brake parts on the Subject Vehicles, nor has GM warned its consumers of the necessity for the
6 replacement parking brake kit.

7 (c) GM intentionally did not install the replacement parking brake kit or redesigned hold
8 down clip in order to save money, knowing it was putting American consumers at great risk. GM knew
9 statistically that a number of these vehicles would be involved in collisions and crashes that would result
10 in people being maimed or killed as a result of the failure of the defective parking brakes failure to properly
11 function and operate an immobilization device. With that knowledge, Plaintiffs are informed and believe
12 that GM calculated that it would be less costly to pay for wrongful death and injury claims that might result
13 than to install the replacement parking brake kit and/or redesigned hold down clips.

14 (d) Plaintiffs are informed and believe, and based on that information and belief allege,
15 that GM has engaged in other acts and conduct, including attempted "cover-ups" of its knowledge and
16 activities regarding the lack of effective and operable parking brakes on the Subject Vehicles, and has
17 engaged in willful suppression of that evidence. Plaintiffs will seek leave to amend this complaint to allege
18 such further acts and conduct undertaken in willful and conscious disregard of the rights and safety of
19 Plaintiffs and others at such time as they become known, or at the time of trial.

20 (e) In engaging in the conduct described in this complaint, Defendants, and each of them,
21 acted in willful and conscious disregard of the rights and safety of Plaintiffs and others, thereby committing
22 acts of malice or oppression so as to entitle Plaintiffs to punitive damages in an amount sufficient to punish
23 or make an example of these defendants.

24 (f) As a direct result of GM's willful and malicious conduct, Plaintiffs and the Class have
25 suffered substantial damages and injuries in an amount to be determined by proof at the time of trial.

26 38 GM failed to provide adequate warnings and use instructions with the Subject Vehicles and
27 component parts, because of their desire to place profits over safety. At all times relevant, GM valued its
28 company profits over the personal safety of the owners and lessees of the Subject Vehicles and others.

1 similarly situated and the General Public

2 39 Based on information and belief, Plaintiffs allege that GM failed to perform adequate tests
3 and studies, and/or performed such tests and studies and fraudulently concealed those results from
4 consumers, including but not limited to Plaintiffs, and fraudulently concealed the unreasonable risk of injury
5 occurring as a result of the defective design of the PBR/TRW parking brake system On information and
6 belief, this was because Defendants believed that if such tests and studies were conducted, or the results of
7 them, if conducted, became known, they would be used against Defendants in subsequent lawsuits by
8 persons harmed by the Subject Vehicles

9 40 Defendants' placing of their corporate and/or individual profits over the safety of others is
10 particularly vile, base, contemptible, and wretched and said acts and/or omissions were performed on the
11 part of officers, directors, and/or managing agents of each corporate defendant and/or taken with the advance
12 knowledge of the officers, directors, and/or managing agents who authorized and/or ratified said acts and/or
13 omissions Defendants thereby acted with malice and complete indifference to and/or conscious disregard
14 for the safety of others, including Plaintiffs and the General Public

15 41. At all times herein mentioned, Defendants knew, or in the exercise of reasonable care, should
16 have known, that the PBR/TRW parking brake systems were of such a nature that if they were not properly
17 designed, manufactured, examined, tested, inspected, labeled, marketed, distributed and sold they were either
18 not going to work or otherwise fail or malfunction prematurely

19 42 The PBR/TRW parking brake systems on the Subject Vehicles with automatic transmissions
20 are identical to those installed on vehicles with manual transmissions for which GM has planed to offer some
21 prospective repair and replacement, free of charge GM's own October 2002 TSB confirms that the defect
22 and the associated problems caused by it applies to all of the parking brakes that are at risk (not just those
23 with manual transmissions), and directs its dealers to treat the problem the same regardless of whether they
24 have a manual transmission or not Inexplicably and unfairly, only those owners and lessees of the Subject
25 Vehicles with manual transmissions will receive notice that they have defective parking brakes Owners and
26 lessees with automatic transmissions will still be left in the dark about their defective brakes

27 43 To this day, GM continues to withhold important safety, quality, and performance related
28 information concerning the PBR/TRW parking brake systems from owners and lessees of the Subject

1 Vehicles Additionally, GM has failed and continues to fail to offer reimbursement to Subject Vehicle
2 owners and lessees who have already expended money purchasing the GM replacement kits, or paid to have
3 these kits installed at authorized GM dealerships, or paid for replacement, repair or other expenses caused
4 by the PBR/TRW parking brake system

5 **D. GM's Misrepresentations and Omissions to Plaintiffs and the General Public about the Safety,**
6 **Quality and Function of the Parking Brake System on the Subject Vehicles**

7 44 GM made false, misleading, unfair, deceptive, unlawful and fraudulent representations to
8 consumers, including Plaintiffs Ms Hunter, Ms Pulgarin, and Ms Gonzales, about the quality, safety and
9 braking systems of its defective vehicles Those false, misleading, unfair, deceptive, unlawful and fraudulent
10 representations are as follows, among others

11 **(1) Federal Motor Vehicle Safety Act ("FMVSA") Certification**

12 45 Each of the Subject Vehicles manufactured and sold during the Class period came equipped
13 with an identical defective parking brake system and GM knowingly and intentionally permanently affixed
14 on each of the Subject Vehicles, in a prominent location, the Certification label or tag representing that

15 **This Vehicle Conforms to All Applicable U.S. Federal Motor Vehicle**
16 **Safety Standards in Effect on the Date of Manufacture Show above**

17 46 This representation made by GM to consumers, including Plaintiffs Ms Hunter, Ms Pulgarin
18 and Ms Gonzales, was false and GM knew it was false when it was made

19 **(2) GM's Pre-Delivery Inspection and Certification Procedure**

20
21 47 At all times relevant, GM maintained a Pre-Delivery Inspection Procedure for Passenger Cars
22 and Light Duty Trucks, such as the Subject Vehicles at issue GM's Pre-Delivery Inspection Procedure
23 requires its authorized dealers to thoroughly test and inspect each of the Subject Vehicles before they were
24 delivered to Plaintiffs and others similarly situated After the vehicle is tested and inspected according to
25 GM's protocol and procedure, a GM authorized "Pre-Delivery Inspection" form is filled out, affirmatively
26 checking each box that the vehicle has been tested, inspected and is in working order The GM "Pre-
27 Delivery Inspection" form affirmatively states that a certified GM service representative has conducted a
28 "Road Test" of the vehicle and affirmatively represents that the vehicle, and its component parts, including

1 the parking brake system is in working order. The GM "Pre-Delivery Inspection Procedure" form states,
2 in pertinent part

3 "Deficiencies must be called to Service Management's attention"

4 "INSPECT, PERFORM, VERIFY PROPER OPERATION, ASSEMBLY
5 AND ROUTING OF THE FOLLOWING·

6 ☐ ROAD TEST

7 Drive on a legal roadway with road conditions permitting evaluation for
8 squeaks, rattles and wind noise. **Before, during and after this test, check
all standard equipment, options and accessories for proper operation, as
applicable:**

9 Before

10 During

11 After

12 • **Parking Brake**

13 ☐ UNDER VEHICLE

14 • **Fuel System, brake system and oil cooler lines for leaks"**

15 48 The GM "Pre-Delivery Inspection Procedure" then requires the GM authorized representative
16 to sign, date and "certify" that the GM "Pre-Delivery Inspection has been completed." This written
17 representation of GM's certification of compliance was given to all purchasers of the Subject Vehicles at
18 issue.

19 49 This written representation of certification given by GM to consumers, including Plaintiffs
20 Ms. Hunter, Ms. Pulgarin, and Ms. Gonzales, was false and GM knew it was false when it was made.

21
22 **(3) GM's "Completely Satisfied - New Vehicle Delivery System" Procedure**

23 50 In accordance with GM's "Completely Satisfied - New Vehicle Delivery System" procedure,
24 each of the Subject Vehicles that were purchased new from one of the Dealers within GM's authorized dealer
25 network were required to be "inspected, explained, and demonstrated."

26 51 The GM "New Vehicle Delivery System" procedure requires that the GM authorized sales
27 representative complete a GM authorized form. The form is filled out by the GM authorized representative
28

1 in three stages (1) "Pre-Delivery Check (Sales consultant performs these checks prior to delivery date),"

2 (2) "Consultation at Delivery," and (3) "Vehicle Presentation with Customer (Utilizing owner's manual and

3 applicable reference guides."

4 52 The GM mandated "Completely Satisfied - New Vehicle Delivery System" states in pertinent

5 part:

6 "Pre-Delivery Check (Sales consultant performs these checks prior to delivery date)

7 ☐ Review completed GM Pre-Delivery Inspection Form

8 ☐ Vehicle Presentation with Customer (Utilizing owner's manual and

9 applicable reference guides"

10 ☐ Review and demonstrate all vehicle features and controls

11 ☐ Safety features " (under the section "Vehicle Presentation with Customer ")

12 See also GM's specific reference to "parking brakes" in the related "GM Pre-Delivery Inspection

13 Procedure" form stated above in paragraph no 's 44 and 45 above

14 53 These representations made by GM to consumers, including Plaintiffs Ms Hunter, Ms

15 Pulgarn, and Ms Gonzales, were false and GM knew they were false when they were made

16 (4) The GM Owner's Manual That Went along with the Sale of Each of the Subject Vehicles

17 54 The GM Owner's manual that was specifically mentioned in GM's Pre-Delivery Inspection

18 Procedure and that came with each of the Subject Vehicles at issue makes the following representations

19 **"This manual includes the latest information at the time it was printed**

20 **. Please keep this manual in your vehicle, so it will be there if you ever need**

21 **it when you're on the road If you sell your vehicle, please leave this manual**

22 **in it so that the new owner can use it "**

23 **"Parking Brake**

24 **To set the parking brake, hold the regular brake pedal down with your**

25 **right foot "**

26 **"To release the parking brake, hold the regular brake pedal down Pull the**

27 **bottom edge of the lever, located above the parking brake pedal, marked**

28 **BRAKE RELEASE, to release the parking brake "**

"It can be dangerous to get out of your vehicle if the shift lever is not

fully in PARK (P) with the parking brake firmly set Your vehicle can

roll You or others could be injured To be sure your vehicle won't move,

even when you're on fairly level ground, use the steps that follow "

1 **"Leaving Your Vehicle With the Engine Running**

2 **CAUTION:**

3 **It can be dangerous to leave your vehicle with the engine running. Your**
4 **vehicle can move suddenly if the shift lever is not fully in PARK (P) with**
5 **the parking brake firmly set. If you have four-wheel drive and your**
6 **transfer case is in NEUTRAL, your vehicle will be free to roll, even if your**
7 **shift lever is in PARK (P). So, be sure the transfer case is in a drive gear – not**
8 **in NEUTRAL. And, if you leave the vehicle with the engine running, it could**
9 **overheat and even catch fire. You or others could be injured. Don't leave**
10 **your vehicle with the engine running unless you have to**

11 **If you have to leave your vehicle with the engine running, be sure your**
12 **vehicle is in PARK (P) and the parking brake is firmly set before you**
13 **leave it. After you move the shift lever into PARK (P), hold the regular**
14 **brake pedal down. Then, see if you can move the shift lever away from**
15 **PARK(P) without first pulling it toward you. If you can, it means the shift**
16 **lever wasn't fully locked into PARK (P)."**

17 **"To prevent torque lock, set the parking brake and then shift into PARK**
18 **(P) properly before you leave the driver's seat."**

19 **"It can be dangerous to get out of your vehicle if the shift lever is not**
20 **fully in PARK (P) with the parking brake fully set. Your vehicle can roll**
21 **Don't leave your vehicle with the engine is running unless you have to. If**
22 **you've left the engine running, the vehicle can move suddenly. You or others**
23 **could be injured. To be sure your vehicle won't move, even when you're on**
24 **fairly level ground, always set your parking brake and move the shift lever**
25 **to PARK (P)."**

26 **"Four-wheel drive vehicles with the transfer case in NEUTRAL will allow**
27 **the vehicle to roll, even if your shift lever is in PARK(P). So, be sure the**
28 **transfer case is in a drive gear – not in NEUTRAL. Always set your**
29 **parking brake."**

30 **"The Instrument Panel - Your Information System**

31 **The main components of the instrument panel are the following**

32 **O Parking Brake Release**

33 **Brake System Warning Light**

34 **With the ignition on, the brake system warning light will flash when you set**
35 **the parking brake. The light will flash if the parking brake doesn't release**
36 **fully. If you try to drive with the parking brake engaged, a chime will sound**
37 **when the vehicle is greater than 3 mph (5 km/h)."**

38 **"Section 4 Your Driving and the Road**

39 **Q: Suppose, after stalling, I try to back down the hill and decide I just**
40 **can't do it. What should I do?**

41 **A: Set the parking brake, put your transmission in PARK (P) and turn the**
42 **engine off. Leave the vehicle and go get some help. Exit on the uphill side**

1 and stay clear of the path of the vehicle would take if rolled downhill. Do not
2 shift the transfer case to NEUTRAL when you leave the vehicle. Leave it in
some gear."

3 **"Four-Wheel-Drive Vehicles**

4 **CAUTION:**

5 Shifting the transfer case into NEUTRAL can cause your vehicle to roll even
6 if the transmission is in PARK (P), for an automatic transmission. You and
others could be injured. **Make sure the parking brake is firmly set** before
you shift the transfer case into NEUTRAL."

7 "Use the following procedure to tow your vehicle

8 **1. Firmly set the parking brake**

9 **5. Release the parking brake only after the vehicle being towed is firmly**
attached to the towing vehicle."

10 **"Parking on Hills**

11 **CAUTION:**

12 Always put the shift lever fully in PARK (P) **with the parking brake firmly**
set."

13 "When You Are Ready to Leave After Parking on a Hill

14 **Release the parking brake "**

15 "Changing a Flat Tire

16 **CAUTION**

17 **Changing a tire can cause an injury. The vehicle can slip off the jack**
and roll over you or other people. You and they could be badly injured.
To help prevent the vehicle from moving:

18 **1. Set the parking brake firmly "**

19 **"Replacing Brake System Parts**

20 The braking system on a vehicle is complex. Its many parts have to be of top
quality and work well together if the vehicle is to have really good braking.
21 **Your vehicle was designed and tested with top-quality GM brake parts.**
When you replace parts of your braking system – for example, when your
brake linings wear down and you have to have new ones put in – be sure you
22 get new approved GM replacement parts. If you don't, your brakes may no
longer work properly. For example, if someone puts in brake linings that are
23 wrong for your vehicle, the balance between your front and rear brakes can
change – for the worse. The braking performance you've come to expect can
24 change in many other ways."

25 "Starter Switch Check

26 **CAUTION**

27 When you are doing this check, the vehicle could move suddenly. If it does,
you or others could be injured. Follow the steps below

28 **2. Firmly apply both the parking brake and the regular brake. See**
"Parking Brake" in the Index if necessary."

1 "Automatic Transmission Shift Lock Control System Check
2 CAUTION

3 When you are doing this check, the vehicle could move suddenly. If it does,
4 you or others could be injured. Follow the steps below.

5 **2. Firmly apply both the parking brake and the regular brake. See**
6 **"Parking Brake" in the Index if necessary."**

7 "Parking Brake and Automatic Transmission PARK (P) Mechanism Check
8 CAUTION

9 When you are doing this check, your vehicle could begin to move. You or
10 others could be injured and property could be damaged. Make sure there is
11 room in front of your vehicle in case it begins to roll. Be ready to apply the
12 regular brake at once should the vehicle begin to move."

13 "Park on a fairly steep hill, with the vehicle facing downhill. Keep your foot
14 on the regular brake, **set the parking brake."**

15 "• To check the parking brake's holding ability: With the engine running and
16 transmission in NEUTRAL (N), slowly remove foot pressure from the regular
17 brake pedal. **Do this until the vehicle is held by the parking brake only."**

18 "• To check the PARK (P) mechanism's holding ability: With the engine
19 running, shift to PARK (P). Then **release the parking brake followed by**
20 **the regular brake."**

21 55 The representations made by GM in connection with its Pre-Delivery Inspection Procedure
22 and its Owner's Manual to consumers, including Plaintiffs Ms. Hunter, Ms. Pulgarin, and Ms. Gonzales,
23 were false, and GM knew they were false when they were made.

24 **(5) GM's Brochures that Were Provided to Each of the New Car Purchasers**

25 56 GM distributed throughout its authorized dealer network and provided to all new and would
26 be new car purchasers product brochures containing the following representations:

27 • "designed and engineered to meet the toughest standards in the world – yours and ours."

28 • "The brake pad life can last up to four times longer than the previous design."

• "WE'RE WITH YOU, EVERY MILE OF THE WAY."

WHAT IS COVERED FOR 3 YEARS OR 36,000 MILES

Repairs made to correct any vehicle defect"

• "the most dependable, longest-lasting [truck]"

• "Sure, being counted on by so many is an incredible responsibility. But as long as there's a job
to do, as long as there are people depending on us, we'll be there."

• "engineered to meet our toughest standards"

- 1 • "exceeds your expectations designed with the features you really need"
- 2 • "features which add up to one well-equipped [truck]"
- 3 • All of us at Chevrolet know that we must earn your trust every day, year after year, one vehicle
- 4 at a time That's why we provide you with Genuine Customer Care This comprehensive owner
- 5 Protection plan means that we'll be there, with the largest dealer network in the U.S., whenever
- 6 you need us, no matter where your travels take you. That's a promise "
- 7 • "brake systems meeting regional legal requirements"
- 8 • "the most dependable, longest-lasting trucks on the road.* Built rugged to take what the
- 9 world can dish out Built dependable, because we know that people are counting on us
- 10 *Dependability based on longevity . "
- 11 • "strength you need to get the job done Strength you can count on . Built to handle the toughest
- 12 jobs"
- 13 • "Base model has a lot of standard features that let you handle a tough job or a fun family
- 14 adventure"
- 15 • "brake systems . Easy and safe trailering requires a properly equipped vehicle . requires
- 16 meeting regional legal requirements"
- 17 • "advanced technology built to meet our tough standards "
- 18 • "Repairs made to correct any vehicle defect We have tried to make this brochure
- 19 comprehensive and factual"
- 20 • "Underneath the exterior of Chevy Tahoe there are literally dozens of impressive engineering
- 21 features . No matter where you're headed, you can feel confident in the knowledge Tahoe is
- 22 from the family of Chevy Trucks – the most dependable, longest lasting trucks on the road * *
- 23 Dependability based on longevity "
- 24 • "TAHOE SAFETY MATTERS By Glen Zuchmewicz, GM Safety Engineer
- 25 At General Motors, it wasn't enough to design Tahoe as a tough durable sport utility vehicle It also
- 26 had to have an even higher level of safety and security features than the previous generation.
- 27 And it does As our engineers continue to develop new and exciting features for the Chevy Truck
- 28 lineup, your safety and security are always a top priority – even in the things you may not
- readily notice Your safety and security In the all-new Tahoe, it's what really matters to us
- See the Owner's Manual for more safety information"
- "Based on 98 years of professional grade experience, GMC knows a lot about what drivers want
- in a full-size SUV. We also know that if we listen, we can always learn more. That's why we
- began redesigning the full-size SUVs by extensively researching the needs of our customers
- Your answers – your needs — determined what the all-new Yukon and Yukon XL would be
- establishing new benchmarks in Yukon's performance – all the while remaining true to the
- century-long GMC heritage of focusing exclusively on designing professional grade trucks to
- meet the needs of the most demanding drivers"
- "vehicles [] engineered for excellent durability [and] Perhaps most noteworthy, redesigned
- braking [] systems "
- "TECHNOLOGY DEDICATED TO CONTROL new braking systems that increase brake

1 pad life by up to four times that of current models, to their wealth of advanced- performance
2 features, they are designed and engineered ... to keep you in control in a variety of road and
3 whether conditions"

4 • **"STAYING SAFE BEGINS BY STAYING IN CONTROL**

5 At GMC we believe that safe driving begins by avoiding collisions, and the Yukon and Yukon
6 XL are engineered to help you do exactly that A variety of advanced features – . anti-lock
7 brakes help you keep your family safe Our commitment even extends to the time before and
8 after your driving "

- 9 • "Yukon safety features to keep you and your family safe in a variety of road conditions
10 See the Owner's manual for more safety information "

- 11 • "excellent breaking power and minimal brake fade "

12 • **"STANDARD SAFETY EQUIPMENT - BRAKES"**

- 13 • "Yukon Has Many Standard Safety and Security Features See Owner's Manual for more safety
14 information"

- 15 • "A Word About this Brochure We have tried to make this brochure comprehensive and factual"

- 16 • **"DO ONE THING. DO IT WELL** - Over the course of nearly a century, GMC trucks have earned
17 a reputation as professional-grade vehicles that serious truck owners recognize as, quite simply,
18 the right tools for the job."

- 19 • "Professional grade vehicles With more features and more innovations than you'd expect "

20 57 These representations made by GM to consumers, including Plaintiffs Ms Hunter, Ms
21 Pulgarin, and Ms Gonzales, were false, and GM knew they were false when they were made

22 **(6) GM's Advertising, TV, Radio and Print Ads**

23 58 At all times relevant, and for many years prior, GM widely disseminated, in its national
24 advertising campaigns numerous and repeated representations stressing the quality, safety and performance
25 of their products, including the Subject Vehicles During the Class period, GM made the following
26 representations in its advertising, by television, radio, print and Internet

- 27 • **"Professional Brake Engineering "**
- 28 • **"WE ARE PROFESSIONAL GRADE - IT'S NOT A PROMOTION. IT'S A PROMISE."**
- **"SAFETY - DESIGNED TO PROTECT"**
- **"RECENTLY OUR ACHIEVEMENTS IN SAFETY WERE RECOGNIZED BY A
LEADINGMAGAZINE, A LEADING INSURANCE COMPANY, AND A ONE-YEAR OLD
FROM SOUTH CAROLINA"**
- **"EFFECTIVE SAFETY INNOVATIONS"**

- 1 • "TRUSTED - CHEVY - WE'LL BE THERE"
- 2 • "A little security in an insecure world BLAZER - LIKE A ROCK"
- 3 • "tough technology, designed to bring you a more dependable, longer-lasting truck "
- 4 • "precision-engineered and built to our high quality standards"
- 5 • "Commitment is anything but a short program Chevy - We'll be there"
- 6 • "AS DEPENDABLE AS THANKSGIVING FALLING ON A THURSDAY - WE ARE
7 PROFESSIONAL GRADE"
- 8 • "WE REDESIGNED THE GMC SUBURBAN SO COMPLETELY, EVERYTHING WORKED"
- 9 • "DESIGNED TO MEET EXPECTATIONS YOU DON'T EVEN HAVE - GMC Do one thing
Do it well TM"
- 10 • "we specialize in trucks GMC Do one thing Do it well "
- 11 • "These vehicles met GM's tough standards when they were first built. Now they have to
12 again, or they won't be certified Everything from the exhaust system to the cup holders is
inspected and repaired, if necessary If the vehicle doesn't pass, it will not be certified
13 Following is the inspection checklist 8 Braking . 31 Parking Brake . 38 Brake System
47 Brake Pads, Shoes 60 Parking Brake Cables"

14 59 At all times relevant, as a part of GM's national advertising campaigns, through its nationally
15 controlled dealership network, GM widely disseminated and/or distributed to the Class members numerous
16 pamphlets, brochures and specification sheets which emphasized or focused on the quality, safety and
17 functionality of the Subject Vehicles here at issue

18 60 The written materials distributed and widely disseminated by GM in their numerous
19 advertising campaigns represented that the Subject Vehicles are reliable, safe and are free from inherent risk
20 of failure, particularly with regard to safety In particular, GM made numerous representations in its print
21 ads and media that if a defect existed in one of its vehicles, including the Subject Vehicles, GM would repair
22 the defect

23 "WE'RE WITH YOU, EVERY MILE OF THE WAY

24 **Repairs made to correct any vehicle defect"**

25 61 In its marketing and promotional material, product brochures, pamphlets, media and through
26 public statements, GM widely disseminated the following representations, that the Subject Vehicles are "the
27 most dependable, longest-lasting trucks on the road," "GM Tough," "Best in Class," "Best in the World,"
28 "Professional Grade," "the ultimate expression of professional grade engineering" and GM's express

1 "commitment to a higher standard of innovative engineering, design, and performance" and were made in
2 conjunction with statements such as

- 3 • **"TECHNICALLY ADVANCED BRAKING SYSTEM"**
- 4 • "new braking systems that increase brake pad life by up to four times that of current models, the
5 brake pad life can last up to four times longer than the previous design"
- 6 • "brake systems meeting regional legal requirements"
- 7 • "vehicles [] engineered for excellent durability . . [and] Perhaps most noteworthy, redesigned
8 braking [] systems "
- 9 • "were **"ENGINEER[ED] [...] TO THE HIGHEST STANDARD"**
- 10 • were "CERTIFIED" to comply with "ALL APPLICABLE US FEDERAL MOTOR VEHICLE
11 SAFETY STANDARDS"
- 12 • **"WAS DESIGNED AND TESTED WITH TOP-QUALITY GM BRAKE PARTS"**
- 13 • "engineered to meet our toughest standards"
- 14 • "the most dependable, longest-lasting trucks on the road "
- 15 • equipped with **"PROFESSIONAL BRAKE ENGINEERING. "**
- 16 • were **"PRECISION-ENGINEERED AND BUILT TO [GM'S] HIGH QUALITY STANDARDS"**
- 17 • "tough technology, designed to bring you a more dependable, longer-lasting truck "
- 18 • "excellent breaking power and minimal brake fade "
- 19 • **"the most dependable, longest lasting trucks on the road * * Dependability based on
20 longevity "**
- 21 • **"your safety and security are always a top priority"**

22 62 These widely disseminated advertisements, due to the national scope and extent of GM's
23 multi-media campaign, were uniformly made to all members of the class Class members' acts of
24 purchasing the Subject Vehicles were consistent with basing such purchasing decisions upon such
25 advertisements, and thus formed part of the basis for the transactions at issue

26 63 The representations made by GM in its advertisements to consumers, including Plaintiffs Ms
27 Hunter, Ms Pulgarin, and Ms Gonzales, were false, and GM knew they were false when they were made

28 64 At all relevant times, GM has not fully disclosed to purchasers or lessees of the Subject
Vehicles, information regarding the high incidence of premature failures of the parking brakes on the Subject
Vehicles as detailed herein, nor has it disclosed the true facts that (1) GM either knew or recklessly or

1 negligently disregarded the existence and reasons for the defect(s) for years; and (2) starting with model year
2 2004, GM made design changes and manufactured a newer reduced force hold-down clip to facilitate brake
3 shoe disengagement from the drum surface which has caused and/or contributed to the premature parking
4 brake liner failures

5 65 Plaintiffs are further informed and believe and thereon allege that in not correcting or warning
6 of this defect, GM has violated its own internal procedures as specified in GM's Automotive Defect Analysis
7 Procedure manuals, which requires prompt investigation and thorough analysis of all potential inherent
8 safety defects and notification to vehicle owners and lessees describing the defect and a statement of the
9 safety risks involved, as well as instructions relating to the correction of the defect if a defect is determined
10 to exist

11 66 At all times relevant, GM possessed full information and knowledge concerning the true facts
12 concerning the defects in the parking brake system on the Subject Vehicles, GM had full and exclusive
13 access to product testing, test results, files and documents concerning the design, manufacture, and expected
14 in-use performance, and lack of durability and failure to function and perform as intended, a life of the
15 vehicle part with an expected life span of over 200,000 miles

16 67 GM issued numerous internal memorandums concerning the defective parking brakes, the
17 existence of a replacement parking brake kit to repair the defect, yet instructed its dealer network and
18 authorized service centers not to perform the repairs and/or replacement of parts unless the consumer paid
19 for such replacement parts and service thus presenting a total inability to repair the defective safety related
20 defect, free of charge, and without notice to consumers Said misconduct created a situation where the a
21 safety related design defect existed, yet the consumer was at all times unaware of the defect because of GM's
22 failure to disclose and concealment of its exclusive knowledge of the defect(s) to Plaintiffs and others
23 similarly situated

24 68 Yet, despite GM's knowledge, awareness and responsibility for the defect, GM took steps,
25 implemented policies and procedures, and made affirmative representations to actively mislead consumers,
26 including Plaintiffs Ms Hunter, Ms Pulgarin, and Ms Gonzales, about the quality, safety and functionality
27 of the braking systems of the Subject Vehicles Additionally, GM failed, refused and continues to refuse
28 to notify the owners and lessees of the Subject Vehicles of the defects or the false information it previously

1 knowingly disseminated GM refuses to notify owners and lessees of the Subject Vehicles despite having
2 obligated itself and assumed the duty to notify its customers of important safety related defects, as set forth
3 in its Warranty and Owner's Manual

4 **E. GM's Violation of the Federal Motor Vehicle Safety Standards (FMVSS)**

5 69 The National Highway Traffic Safety Administration has a legislative mandate under Title
6 49 of the United States Code, Chapter 301, Motor Vehicle Safety, to issue Federal Motor Vehicle Safety
7 Standards (FMVSS) and Regulations to which manufacturers of motor vehicle and equipment items must
8 conform and certify compliance The Federal safety standards are regulations written in terms of minimum
9 safety performance requirements for motor vehicles or items of motor vehicle equipment The requirements
10 are specified in such a manner "that the public is protected against unreasonable risk of crashes occurring
11 as a result of the design, construction, or performance of motor vehicles and is also protected against
12 unreasonable risk of death or injury in the event crashes do occur "

13 70 GM had a duty to properly design, manufacture, test, inspect, and certify each of the Subject
14 Vehicles prior to placing them into the stream of commerce in the United States Federal Motor Vehicle
15 Safety Standard 105 and/or 135 requires that all passenger vehicles (and trucks) sold in the United States
16 are equipped with a parking brake system to ensure safe braking performance under normal conditions and
17 emergency conditions Automobile manufacturers are required to certify that the vehicle complies with all
18 Federal Motor Vehicle Standards, including Standard 105 and/or 135 **The Manufacturer's Certificate**
19 **of Compliance "must be shown by a label or tag permanently fixed to the vehicle" and an automobile**
20 **manufacturer may not issue the certificate if, in exercising reasonable care, the manufacturer has**
21 **reason to know the certificate is false or misleading in a material respect**

22 71 At all times relevant, GM made a written representation that each of the Subject Vehicles
23 complied with Federal Motor Vehicle Standard 105 and/or 135 by permanently affixing a compliance label
24 or tag on each vehicle prior to their delivery and sale to Plaintiffs and the Class GM's written representation
25 certified that each of the Subject Vehicles were equipped with a parking brake system to ensure safe braking
26 performance so that consumers, such as Plaintiffs and the General Public would be protected against
27 unreasonable risk of crashes occurring as a result of the defective design, construction, or performance of
28 motor vehicles and to protect against unreasonable risk of death or injury in the event of a crash

1 72 The Subject Vehicles manufactured and/or equipped with the PBR/TRW parking brake
2 systems were defective at the time of delivery And, at all times relevant, GM knew that the parking brake
3 systems on the Subject Vehicles would not work, fail or wear-out prematurely (at an average of 24 months
4 in service), eliminating the parking brake's effectiveness to immobilize the vehicle, the intended purpose
5 for which the parking brake system was designed to do

6 73 The failure of the PBR/TRW parking brake systems on the Subject Vehicles is directly and
7 proximately caused by, *inter alia*, the parking brake systems' failure to recenter the brake lining within the
8 brake drum or "hat " The defective design causes the parking brakes to either altogether fail to work or
9 results in contact between the brake lining and drum during normal foreseeable use, causing the brake linings
10 on the Subject Vehicles to fail, malfunction and/or wear-out and become ineffective as an immobilization
11 device for the vehicle thereby unnecessarily subjecting Plaintiffs, members of the class and the general
12 public to the serious risk of bodily injury and/or death

13 74 GM's placing the written Compliance Certification label it permanently affixed to each of
14 the Subject Vehicles at issue that the vehicle complied with Federal Motor Vehicle Safety Standard 105 was
15 knowingly false, or in the exercise of reasonable care, GM should have known that said Certifications were
16 false and/or misleading in that defendants were aware, or in the exercise of reasonable care, should have
17 been aware that (1) the parking brakes on the Subject Vehicles were defective in that they did not work,
18 would fail, and/or were substantially certain to fail well before the end of the expected life of the vehicle (at
19 an average of 24 months of service), (2) that the parking brakes on the Subject Vehicles did not meet the
20 minimum safety performance requirements for motor vehicles or items of motor vehicle equipment (failed
21 its essential function as an immobilization device), and (3) that the presence of the defect as alleged herein
22 created an unreasonable risk of crashes occurring as a result of this design defect and/or failed to protect the
23 public against the unreasonable risk of death or injury as a result of an likely unattended vehicle would roll
24 and cause a crash

25 75 Plaintiffs claims herein are based solely on the laws of the State of California and it is averred
26 that any allegations in this Complaint referring to any failure to comply with the laws of the United States
27 of America, including any compliance and certification requirements of the United States Department of
28 Transportation, National Highway Traffic Safety Administration, and/or Federal Motor Vehicle Safety

1 Standards and Regulations, are solely applicable insofar as they give rise to violations of the laws of the
2 State of California

3 **F. GM's Violation of California's Secret Warranty Law**

4 76 GM's conduct violates California Civil Code § 1795.90 *et seq* (California's Secret Warranty
5 Law) which was enacted to abolish "secret" warranties and practices as alleged herein. The term "secret
6 warranty" is used herein to describe the practice by which an automaker, such as GM, establishes a policy
7 to pay for the repair of that defect without making the defect or the policy known to the public at large. A
8 secret warranty is usually created when the automaker, such as GM, realizes that a large number of its
9 customers are experiencing a defect not otherwise covered by a factory warranty, and decides to offer
10 warranty coverage to individual customers only if the customer complains about the problem first. The
11 warranty is therefore considered "secret" because all owners and lessees are not notified of it. Instead, the
12 automaker usually issues a service bulletin to its regional offices and/or dealers on how to deal with the
13 defect. Because owners and lessees are kept in the dark about the cost-free repair, the automaker only has
14 to reimburse those customers who complain loudly enough, the quiet consumer pays to fix the defect his or
15 herself.

16 77 Section 1795.92 of the California Secret Warranty Law imposes several duties on
17 automakers, including GM, each of which is designed to do away with secret warranties.

18 78 Specifically, the California Secret Warranty law requires automakers to notify all eligible
19 owners and lessees ("consumers") by first-class mail, within 90 days of adoption, whenever they enact "any
20 program or policy that expands or extends the consumer's warranty beyond its stated limit or under which
21 [the] manufacturer offers to pay for all or any part of the cost of repairing, or to reimburse consumers for
22 all or any part of the cost of repairing, any condition that may substantially affect vehicle durability,
23 reliability, or performance[.]"

24 79 The California Secret Warranty Law also requires automakers, including GM, to provide the
25 New Motor Vehicle Board with a copy of the notice described in the preceding paragraph, so the public can
26 view, inspect, or copy that notice.

27 80 Additionally, the California Secret Warranty Law requires automakers, including GM, to
28 advise their dealers, in writing, of the terms and conditions of any warranty extension, adjustment, or

1 reimbursement program

2 81 The California Secret Warranty Law also requires an automaker, such as GM, to "implement
3 procedures to assure reimbursement of each consumer eligible under an adjustment program who incurs
4 expenses for repair of a condition subject to the program prior to acquiring knowledge of the program "

5 82 As stated above, on or about October 2002, GM issued a service bulletin that describes a
6 problem with the drum-in-hat parking brake system installed on the Subject Vehicles In that bulletin, GM
7 describes the problem or defect as being " due to the parking brake shoe contacting the drum in hat rotor
8 without the parking brake being applied, causing premature wear on the shoe lining " This GM service
9 bulletin also explains that the problem or defect may be corrected by installing the GM Parking Brake Kit
10 which contains a re-designed spring clip retainer and describes, in detail how to install these corrective
11 replacement parts

12 83 At all relevant times, GM has taken the position that repair and replacement of the parking
13 brake components are a part of a consumer's "duty" to maintain his or her vehicle As a result, GM does not
14 typically pay for the replacement and installation of the Parking Brake Kit or its re-designed spring clip
15 retainer under its new car warranty (or any other warranty)

16 84 Plaintiffs are informed and believe and thereon allege that GM has, when the customers have
17 complained loudly enough, offered to pay for all or any part of the cost of repairing the problem in the
18 Subject Vehicles and therefore, GM is obligated to comply with the provisions of the California Secret
19 Warranty Law, but has not done so Moreover, by extending its new car warranty to cover replacement and
20 installation of the Parking Brake Kit and/or the re-designed spring clip retainer to some customers and not
21 others, GM has expanded or extended the consumer's express warranty beyond its stated limit

22 85 Specifically, GM did not notify Plaintiff, or any of the other owners or lessees of the Subject
23 Vehicles of their right to seek a free repair, replacement or retrofit of the Parking Brake Kit or its re-designed
24 spring clip retainer, or to be reimbursed for the cost of repairing the parking brakes installed in these
25 vehicles

26 86 At all times relevant, plaintiffs are informed and believe, and thereon allege that GM has not,
27 and did not comply with the dealer-notification provisions of the California Secret Warranty Law nor has
28 GM sent a copy of its Service Bulletin to the New Motor Vehicle Board

94 At all times relevant, GM possessed a far greater degree of commercial understanding and substantially more economic muscle than Plaintiffs and others similarly situated. GM's disclaimer and limitation of liability is and was oppressive (inequality in bargaining power which resulted in no real negotiation and "an absence of meaningful choice") and as a result of surprise (the extent to which the supposedly agreed-upon terms of the bargain are hidden in a prolix printed form drafted by the party seeking to enforce the disputed terms).

CLASS DEFINITIONS AND CLASS ALLEGATIONS

(1) California Class. The California Class that Plaintiffs seek to represent (the “California Class”) consists of all persons and entities who purchased or leased, or will purchase or lease,

1 a Subject Vehicle in California. The class specifically does not include any claims seeking
2 damages for personal injuries or property damage resulting from defects as alleged herein
3 Excluded from the Class are Defendants, any parent, subsidiary, affiliate, or controlled
4 person of Defendants, as well as the officers, directors, agents, servants, or employees of
5 Defendants, and the immediate family member of any such person Also excluded is any
6 judge in this case who may preside over this case

7 (2) National Class The National Class that Plaintiffs seek to represent (the "National Class")
8 is defined to include all persons and entities who purchased or leased, or will purchase or
9 lease, a Subject Vehicle in the United States The class specifically does not include any
10 claims seeking damages for personal injuries or property damage resulting from defects as
11 alleged herein Excluded from the National Class are Defendants, any parent, subsidiary,
12 affiliate, or controlled person of Defendants, as well as the officers, directors, agents,
13 servants, or employees of Defendants, and the immediate family member of any such person
14 Also excluded is any judge in this case who may preside over this case

15 96 This action has been brought and may be properly maintained as a class action pursuant to
16 the provisions of California Code of Civil Procedure § 382, California Civil Code § 1781, and other
17 applicable law

18 97 Numerosity of the Class - Code of Civ Proc § 382, Civ Code § 1781(b)(2) Members of
19 the class or classes are so numerous that their individual joinder is impracticable Plaintiffs estimate that
20 there are hundreds of thousands if not millions of class members The precise number of class members and
21 their addresses are unknown to Plaintiffs, but can be obtained from the Defendants' records Class members
22 may be notified of the pendency of this action by electronic mail, the Internet, other mail, or published
23 notice

24 98 Existence of Predominance of Common Questions of Fact and Law - Code of Civ Proc
25 § 382, Civ Code § 1781(b)(2) Common questions of law and fact exist as to all members of the Class
26 These questions predominate over any questions affecting only individual class members These common
27 legal and factual questions include

28 (1) Whether the parking brake system on the Subject Vehicles are defective,

- (2) Whether the parking brake system on the Subject Vehicles have a safety-related defect,
- (3) Whether the parking brake system on the Subject Vehicles contain any means for actively self-centering the brake shoe within the brake drum during use,
- (4) Whether the defect in the parking brake system on the Subject Vehicles caused and/or contributed to the brake lining(s) to sustain prolonged contact with the brake drum(s),
- (5) Whether the defect in the parking brake system on the Subject Vehicles caused the parking brakes not to work at all, not to work properly, and/or to wear-out or fail prematurely,
- (6) Whether Defendants knew or should have known or was reckless in not knowing that parking brakes on the Subject Vehicles are defective,
- (7) Whether Defendants knew or should have known or was reckless in not knowing that the parking brake systems on the Subject Vehicles would prematurely wear out and fail before the end of the expected useful life of the vehicles,
- (8) When Defendants became aware of the defect(s) in the parking brake system on the Subject Vehicles as alleged herein,
- (9) Whether Defendants had a duty to Plaintiffs and the Class to disclose the defective nature of the parking brake system on the Subject Vehicles,
- (10) Whether Defendants concealed and/or failed to disclosed material facts concerning the nature and existence of the defect(s) to Plaintiffs and the Class
- (11) Whether the representations made by Defendants were and are false and/or had and have had a tendency to deceive, by either failing to disclose the existence of the defect known to GM, and known to Plaintiffs and others similarly situated or by misrepresenting that the Subject Vehicles contained no safety-related defects,
- (12) Whether GM had exclusive knowledge of material facts concerning the defect(s) alleged herein, not known to Plaintiffs and others similarly situated,
- (13) Whether GM made partial representations concerning the quality, safety and/or functionality of the parking brake systems on the Subject Vehicles, all the while concealing material facts concerning the nature and existence of the defect(s) as alleged herein,
- (14) Whether Defendants failed to adequately warn and/or notify class members and the General

Public regarding the hazards of the parking brakes on the Subject Vehicles wearing out and/or failing prematurely due to their safety related design defect,

(15) Whether Defendants continued to sell the Subject Vehicles with the defective parking brake system as alleged herein despite its knowledge and/or reckless or negligent disregard of the defect(s) alleged herein,

(16) Whether Defendants violated California consumer protection statutes, including but not limited to California Consumers Legal Remedies Act Civil Code §§ 1750 *et seq* , and California Business and Professions Code §§ 17200 *et seq* and California Civil Code §§ 1795 90 *et seq* ,

(17) Whether Defendants have failed to notify Subject Vehicle owners or lessees of the defect(s) here at issue and repair or correct (or offer to repair or correct) defective parking brake systems on the Subject Vehicles at no cost to the owners or lessees;

(18) Whether Defendants are obligated to inform the Class of their right to obtain, free of charge, repair and replacement of the defective components to the defective parking brake system on the Subject Vehicles,

(19) Whether Defendants adequately informed Dealers of the Parking Brake Shoe Kit (and redesigned spring clip retainer replacement) and secret warranty as required by the California Secret Warranty Law,

(20) Whether Defendants were required to provide the New Motor Vehicle Board with a copy of GM's Service Bulletin(s) concerning the Replacement Parking Brake Shoe Kit (or the information contained in the bulletin(s)) so that the public could have access to it,

(21) Whether Defendants committed an unlawful, unfair and/or "fraudulent" business act or practice within the meaning of the Business and Professions Code §§ 17200 *et seq* ,

(22) Whether the class members are entitled to damages, for the cost of repair and other attendant costs and/or the difference between what was represented, a vehicle equipped with a parking brake that would work as an immobilization device, and what they received, a vehicle with a parking brake that would not immobilize the vehicle when required,

(23) Whether the class members are entitled to restitution,

1 (24) Whether the class members are entitled to disgorgement of profits wrongfully obtained as
2 a result of the misconduct as alleged herein, and

3 (25) Whether, as a result of Defendants' misconduct, Plaintiffs and the classes are entitled to
4 damages, restitution, equitable relief and other relief, and the nature and amount of such
5 relief

6 99 **Typicality** Plaintiffs' claims are typical of the claims of the members of the Class because
7 Plaintiffs each purchased and owned one of the Subject Vehicles containing the defective parking brakes
8 alleged herein Plaintiffs and the members of the Class sustained the same types of damages and losses

9 100 **Adequacy** Plaintiffs are adequate representatives of the Class because their interests do not
10 conflict with the interests of the members of the Class Plaintiffs seek to represent Plaintiffs have retained
11 counsel competent and experienced in complex class action litigation and Plaintiffs intend to prosecute this
12 action vigorously The interests of members of the Class will be fairly and adequately protected by
13 Plaintiffs and their counsel

14 101 **Superiority and Substantial Benefit** The class action is superior to other available means
15 for the fair and efficient adjudication of Plaintiffs and the Class members' claims The damages suffered
16 by each individual Class member may be limited Damages of such magnitude are small given the burden
17 and expense of individual prosecution of the complex and extensive litigation necessitated by defendants'
18 conduct Further, it would be virtually impossible for the Class members to individually to redress the
19 wrongs done to them Even if members of the Class themselves could afford such individual litigation, the
20 court system could not Individualized litigation increases the delay and expense to all parties and the court
21 system, due to the complex legal and factual issues of the case By contrast, the class action device presents
22 far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and
23 comprehensive supervision by a single court

24 102 In the alternative, the Class should be certified because

25 (a) the prosecution of separate actions by individual members of the Class would
26 create a risk of inconsistent or varying adjudications with respect to individual Class members which would
27 establish incompatible standards of conduct for defendants,

28 (b) the prosecution of separate actions by individual members of the Class would

1 create a risk of adjudications with respect to them, which would, as a practical matter, be dispositive of the
2 interests of the other Class members not parties to the adjudications, or substantially impair or impede their
3 ability to protect their interests, and

4 (c) Defendants have acted or refused to act on grounds generally applicable to the
5 Class, and/or the General Public, thereby making appropriate final and injunctive relief with respect to the
6 classes as a whole

7
8 **VII.**

9 **PRIVATE ATTORNEY GENERAL ALLEGATIONS**

10 103 In addition to asserting class action claims in this action, Plaintiffs assert claims as private
11 attorney generals on behalf of the members of the General Public pursuant to Business and Professions Code
12 section 17204. The purpose of such claims is to require Defendants to disgorge and restore all monies
13 wrongfully obtained by Defendants through their unfair business acts and practices. A private attorney
14 general action is necessary and appropriate because Defendants have engaged in the wrongful acts and false
15 advertising described herein as a general business practice

16
17 **VIII.**

18 **FIRST CAUSE OF ACTION**

19 **Violation of California's Consumer Legal Remedies Act, Civil Code § 1750 et. seq.**
20 **(Against All Defendants)**

21 104 Plaintiff incorporates all preceding paragraphs as if fully set forth herein

22 105 Defendants are "persons" as defined by Civil Code § 1761(c)

23 106 Plaintiffs and each member of the Class are "consumers" within the meaning of Civil Code
24 § 1761(d)

25 107 The Consumer Legal Remedies Act ("CLRA"), California Civil Code § 1750 *et seq* applies
26 to Defendants' actions and conduct described herein because it extends to transactions that are intended to
27 result, or which have resulted, in the sale or lease of goods or services to consumers

28 ///

1 108 GM and Defendants DOES 1 through 100 have violated the CLRA in at least the following
2 respects

- 3 (a) In violation of Section 1770(a)(3), Defendants have misrepresented that the Subject
4 Vehicles are Certified that they Conform to All Applicable U S Federal Motor
5 Vehicle Safety Standards when they do not conform to Standard 105 and/or 135 as
6 set forth above in paragraph no 44, and paragraph no 's 60-66,
- 7 (b) In violation of Section 1770(a)(5), Defendants have represented that the Subject
8 Vehicles have characteristics and benefits that they do not have, as alleged herein and
9 as set forth in ¶ 105(d) below,
- 10 (c) In violation of Section 1770(a)(7), Defendants have represented that the Subject
11 Vehicles are of a particular standard, quality, or grade when they are not, as alleged
12 herein and as set forth in ¶ 105(d) below,
- 13 (d) In violation of Section 1770(a)(9), Defendants have advertised the Subject Vehicles
14 with an intent not to sell them as advertised, As stated above in greater detail in
15 paragraphs No 's 1-5, 19-65, 71, and 73-85, GM widely disseminated, broadcasted
16 and represented throughout the Class period, and for many years prior, that the
17 parking brake system on the Subject Vehicles "Conforms to All Applicable U S
18 Federal Motor Vehicle Safety Standards " including Standard 105 and/or 135, that
19 the Subject Vehicles would have "brake systems meeting regional legal
20 requirements," and were "designed and tested with top-quality GM brake parts," have
21 a "Technically Advanced Breaking System," and were "engineered for excellent
22 durability [with] redesigned braking [] systems " In addition, GM made numerous
23 references to the function, purpose and intended use of the parking brakes on the
24 Trucks in the Owner's manuals that accompanied the sale of each of these vehicle for
25 owners and lessees to use the parking brakes in a wide variety of situations, such as
26 using the parking brake when "Parking on Hills," or when "Changing a Flat Tire"
27 and to "Set the parking brake firmly" each of which either expressly or by
28 implication affirmatively represented that Plaintiffs would have a fully functional

1 parking brake system and that if a defect existed, GM would perform "Repairs made
2 to correct any defect" These representations were false, deceptive and/or
3 misleading because the parking brake system on the Subject Vehicles were in fact
4 defective at the time of manufacture, delivery and sale, and have substantially failed
5 to perform their intended function as an immobilization device for the Subject
6 Vehicles as alleged in paragraphs 1-5, 19-65, 71, and 73-85 As a result, Plaintiffs
7 and others similarly situated did not receive a vehicle with the characteristics and
8 benefits of having a properly functioning immobilization device on these vehicles,
9 were not "top-quality," "Professional Grade," and were in fact of poor, substandard
10 quality, and at all times relevant, GM advertised the Subject Vehicles with intent not
11 to sell the Subject Vehicles as advertised thus violating Section 1770(a)(5), (a)(7) and
12 (a)(9)

13 (e) In violation of Section 1770(a)(14), Defendants have misrepresented that a
14 transaction confers or involves legal rights, obligations, or remedies of plaintiffs and
15 other members of the Class concerning the Subject Vehicles when they were not As
16 stated above in greater detail in paragraphs no 's 3, 42-61, 66-72, at all times
17 relevant, GM's standard, written Warranty and Owner's Manual accompanied the
18 sale of each of the Subject Vehicles at issue representing that GM would provide a
19 legal right for consumers to have the defective parking brakes repaired, free of
20 charge, "Repairs made to correct any defect" and "See Owner's Manual", that GM
21 was obligated and assumed the duty to notify consumers of the important safety
22 related defects, such as the defects in the parking brake system at issue, and that the
23 remedies and repairs promised in GM's Warranty and Owner's Manual would be
24 honored, when they were not, and at all times relevant, GM failed to provide
25 adequate notice and repair of the defects and the remedies provided under its
26 warranty as alleged in paragraphs 3, 42-61, 66-72,

27 (f) In violation of Section 1770(a)(16), Defendants have represented that the Subject
28 Vehicles were supplied in accordance with previous representations when they were

1 not As stated above in greater detail in paragraphs no 's 3, 42-61, 66-72, at all times
2 relevant, GM represented that the Subject Vehicles were supplied, delivered and
3 Certified to comply with the Federal Motor Vehicle Safety Standards, Standard 105
4 and/or 135 and/or otherwise free of any "defect in performance, construction, a
5 component, or material of a motor vehicle or motor vehicle equipment" and/or
6 otherwise meet the "minimum standard for motor vehicle or motor vehicle equipment
7 performance," "in a way that protects the public against unreasonable risk of
8 accidents occurring because of the design " in accordance with 49 U S C § 30102
9 and GM's own internal "Pre-Delivery Inspection" and/or "Completely Satisfied -
10 New Vehicle Delivery System" and/or other similar GM policies and procedures As
11 alleged herein, at all times relevant, GM knew, or in the exercise of reasonable care
12 should have know of the defects alleged herein, concealed and failed to disclose the
13 existence of these defects and/or partially disclosed information concerning the
14 parking brake system on the Subject Vehicles but failed to disclose important, safety
15 related information concerning the defect(s) that existed in the parking brakes, and
16 thus, the Subject Vehicles were not supplied in accordance with GM's
17 representations and Certification of the Subject Vehicles in violation of Section
18 1770(a)(16), and

- 19 (g) In violation of Section 1770(a)(19), in that GM has inserted an unconscionable
20 provision in the contract/warranty that was provided along with the sale of each of
21 the Subject Vehicles at issue At all relevant times, GM has explained, interpreted,
22 represented and/or attempted to insert an unconscionable provision in its claimed,
23 Limited Warranty, a clause, the object of which is to directly or indirectly, exempt
24 GM from its responsibility for its fraudulent, deceptive and/or misleading acts and
25 practices as alleged herein and/or seeks to limit its liability for its willful injury to
26 Plaintiffs and others similarly situated, or for its violations of the laws, including
27 California's consumer protection statutes as alleged herein, regardless of whether its
28 misconduct is deemed willful or negligent, and is therefore against the policy of the

1 laws of the State of California, are void and in violation of Section 1770(a)(10), To
2 the extent that GM disclaims any responsibility or liability for the misconduct as
3 alleged herein, either in its alleged "Limited Warranty," it's Owner's Manual, and or
4 any other writing created and prepared by GM or otherwise GM required consumers
5 to sign, such disclaimers are invalid a violates the CLRA in that said limitations of
6 liability were not conspicuous, are ambiguous, unclear, indefinite, lacks specificity,
7 and are unconscionable, both procedurally and substantively, and that said warranty
8 and/or warranties to which GM has made have failed their essential purpose to
9 provide repair and replacement, free of charge, and/or otherwise contradict its
10 affirmative representations in its Owner's Manual, that "Repairs [would] be made to
11 correct any vehicle defect" within the warranty period" when at all times relevant,
12 GM denied all such claims during its claimed warranty period as alleged herein
13 Further, at all times relevant, GM has unreasonably delayed and/or their existed a
14 total inability of GM to repair the known defects as alleged herein Accordingly,
15 GM's denials and disclaiming of said warranty and/or warranties and/or its insertion
16 of any such unconscionable clause(s) are invalid and, in and of themselves, a
17 violation of Section 1770(a)(10), Further, at all times relevant, GM's standardized
18 "Limited Warranty" that was provided along with the sale of each of the Subject
19 Vehicles unlawfully, unfairly and unconscionably seeks to limit its responsibility, by
20 virtue of its superior position as the world's largest automaker resulting in a gross
21 inequality in bargaining power and which resulted in no real negotiation and absence
22 of meaningful choice for consumers and therefore is, and was, at all times relevant,
23 oppressive Moreover, any such clauses GM may assert have been buried in its
24 prolix pre-printed form warranty drafted and prepared by GM, also in violation of
25 Section 1770(a)(10)

26 109. At all times relevant, GM failed to diligently make the repairs to the parking brake systems
27 on the Subject Vehicles when owners and lessees presented the vehicles for repairs and/or service, that such
28 repairs and replacement of the defective components on the parking brake systems would have cured the

1 defects, in that GM knew, and had researched and re-designed replacement components, and that losses and
2 injuries to Plaintiffs, others similarly situated and the General Public would be substantial, including but not
3 limited to serious bodily injury and/or death

4 110 GM's misconduct and/or deceptive acts alleged herein occurred in the course of selling a
5 consumer product and Defendant has done so continuously through the filing of this complaint

6 111 As a direct and proximate result of GM's violation of Civil Code Section 1770, *et seq*,
7 Plaintiffs and other Class members have suffered irreparable harm and monetary damages entitling them to
8 both injunctive relief and restitution Plaintiffs, on behalf of themselves and on behalf of the Class, seek
9 damages and all other relief allowable under the CLRA

10 112 At all times relevant, GM knew, or in the exercise of reasonable care, should have known,
11 that the parking brake systems on the Subject Vehicles were, and remain defective, and GM concealed these
12 material facts from Plaintiffs and others similarly and/or failed to disclose (omissions) of material facts,
13 when GM had exclusive knowledge of the material facts concerning the existence of the extremely important
14 safety related issue, that at all times relevant, were not known by Plaintiffs and others similarly situated,
15 and/or by virtue of GM's partial representations concerning the quality, safety and performance of the
16 parking brakes, as alleged herein, and at all time relevant concealing the true nature of the defects at issue

17 113 As alleged herein, soon after the Subject Vehicles were placed into the stream of commerce,
18 GM's received numerous complaints, including complaints of serious personal injuries and deaths directly
19 and proximately caused by defective parking brakes on the Subject Vehicles, and at all relevant times, GM
20 remained silent, failed and refused to warn consumers about these defects in the parking brakes on these
21 vehicles and to this day, GM continues to conceal this material, important safety related information from
22 consumers, that (a) the parking brakes on the Subject Vehicles do not work, fail or malfunction without
23 exception, (b) the parking brakes on the Subject Vehicles are defective and the defects are substantially
24 certain to cause the parking brakes on the Subject Vehicles not to work and/or malfunction well before the
25 end of the useful life of the vehicles (over 200,000 miles), and (c) that each of the parking brakes on the
26 Subject Vehicles have either failed and/or are substantially certain to fail and cease to function as an
27 immobilization device, long before the end of the expected life of the vehicles (over 200 000 miles)

28 114 At all times relevant, GM has also actively misrepresented the cause of the malfunctions and

1 premature failures of the parking brakes on the Subject Vehicles, blaming the cause of the defects on alleged
2 normal wear and tear, or on the users and/or consumers of the Subject Vehicles when GM knew that these
3 malfunctions and failures were caused by the design defects as alleged herein To this day, GM has neither
4 provided proper notice of these defects nor offered to provide repair or replacement of the defective parking
5 brakes at no cost to Plaintiffs and others similarly situated

6 115 As a result of the misconduct as alleged herein, Plaintiffs and each Class member have been
7 damaged – damages being the difference between the value of what was represented a Subject Vehicle with
8 a parking brake system that would function and operate as an immobilization device, and what they received,
9 a Subject Vehicle that would not immobilize the vehicle when required

10 116 Knowing the truth and motivated by profit and market share, GM has knowingly and willfully
11 engaged in the acts and/or omissions to mislead and/or deceive Plaintiffs and others similarly situated
12 GM's wrongful conduct, as alleged herein, was willful, oppressive, immoral, unethical, unscrupulous,
13 substantially injurious and malicious Accordingly, Plaintiffs, and others similarly situated, seek punitive
14 damages against defendants in an amount to deter defendants from similar conduct in the future, pursuant
15 to Civil Code § 1780 (a)(4)

16 117 The facts which GM has misrepresented and concealed as alleged in the preceding
17 paragraphs, were material to the decisions about whether to purchase the Subject Vehicles in that Plaintiffs
18 and others similarly situated would not have purchased these defective and unsafe vehicles but for
19 Defendants' misrepresentations and concealment of material facts and/or paid more for the vehicles as
20 represented, instead of as delivered As a direct and proximate result of the misconduct alleged herein,
21 Plaintiffs and all others similarly situated paid hundred, if not thousands of dollars more for these vehicles
22 than they were worth at the time of delivery and/or sale

23 118 Pursuant to Civil Code Section 1782, Plaintiffs provided notice to Defendants at least thirty
24 days prior to amending this action to include a prayer for damages

25 119 This amendment to the complaint was made because the Defendants failed to make the
26 showing required by Civil Code Section 1782(c)

27 120 As a result, Plaintiffs seek actual and punitive damages for violation of the CLRA In
28 addition, pursuant to Civil Code Section 1782(a)(2), Plaintiffs and members of the class are entitled to an

1 order enjoining the above-described wrongful acts and practices of defendants, providing restitution to
2 Plaintiffs and the class, ordering payment of costs and attorneys' fees, and any other relief deemed
3 appropriate and proper by the Court under Civil Code Section 1780

4 121 WHEREFORE, pursuant to the provisions of California Civil Code § 1780, Plaintiffs are
5 entitled to actual and punitive damages plus interest thereon, restitution and other appropriate equitable
6 relief, an order enjoining defendants from the unlawful practices described herein, as well as recovery of
7 attorneys' fees and costs of litigation

8
9 IX.

10 **SECOND CAUSE OF ACTION**

11 **Violation of California's Unfair Competition Law, Bus. & Prof. Code § 17200 *et seq.***

12 **(Against All Defendants)**

13 122 Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein

14 123 Plaintiffs bring this claim on behalf of themselves and others similarly situated in their
15 representative capacity as a private attorney general against Defendant GM and Does 1 through 100, for their
16 unlawful, unfair, fraudulent, untrue and/or deceptive business acts and/or practices pursuant to California
17 Business & Professions Code section 17200 *et seq* ("UCL") which prohibits all unlawful, unfair and/or
18 fraudulent business acts and/or practices

19 124 Plaintiffs assert these claims as they are representatives of an aggrieved group and as a private
20 attorney general on behalf of the general public and other persons who have expended funds that the
21 Defendants should be required to pay or reimburse under the restitutionary remedy provided by California
22 Business & Professions Code §§ 17200, *et seq*

23 125 Defendant's acts, omissions, misrepresentations, practices and non-disclosures of as alleged
24 herein constitute unlawful, unfair and/or fraudulent business acts and/or practices within the meaning of
25 California Business & Professions Code §§ 17200, *et seq*

26 126 Defendant's unlawful business acts and/or practice as alleged herein have violated numerous
27 laws and/or regulations - federal and/or state, statutory and/or common law - and said predicate acts are
28 therefore *per se* violations of §17200, *et seq* These predicate unlawful business acts and/or practices

include, but are not limited to the following: violations of the Federal Motor Vehicle Safety Act ("FMVSA"), 49 USCA § 30101 et seq, Federal Trade Commission Act ("FTC Act"), 15 U S C §§ 41-58, and the Lanham Trade-Mark Act ("Lanham Act"), 15 U S C §§ 1051-1127, California Civil Code § 1795 90 et seq (the "California Secret Warranty Law"), California Civil Code §§ 1572 (Actual Fraud), 1573 (Constructive Fraud), 1710 (Deceit), California Civil Code § 1668 (Contracts contrary to policy of law), California Commercial Code § 2313 (breach of express warranty), California Civil Code §§ 1790, the Song-Beverly Consumer Warranty Act ("Act"), and Civil Code § 17500, California's False Advertising Act. In addition, GM has violated, and/or caused the owners and lessees of the Subject Vehicles to violate California Vehicle Code §§ 26450, 26451, and/or the brake related laws of the states, which include:

| | |
|-------------|---|
| Alabama | Ala Admin Code r 760-X-1- 09 Defining The Adequacy Of Brakes, And Prescribing The Performance Standards Thereof, Of Motor Vehicles Using The Highways Of The State Of Alabama Ala.Code 1975 § 32-5-212 Brakes |
| Alaska | Alaska Admin Code tit. 13, § 04 205 BRAKES AND OTHER EQUIPMENT |
| Arizona | A R S § 28-952 Required brake equipment |
| Arkansas | A C A § 27-37-501 Brakes generally |
| California | CA Veh Code § 26450 Required brake system, CA Veh Code § 26451 Parking brake system |
| Colorado | C R.S.A § 42-4-223 Brakes |
| Connecticut | C G S A § 14-80h Brake equipment of motor vehicles |
| Delaware | 21 Del C § 4303 Brakes -- General requirements |
| Florida | F S A § 316 261 Brake equipment required |
| Georgia | Ga Code Ann , § 40-8-52 Parking brakes |
| Idaho | I C § 49-933 Brakes |
| Illinois | 625 ILCS 5/12-301 Brakes |
| Indiana | IC 9-19-3-1 Safety requirements, means of applying brakes |
| Iowa | I C A § 321 430 Brake, hitch and control requirements |
| Kansas | K S A § 8-1734 Braking systems for motor vehicles and combinations of vehicles, performance requirements, additional braking systems, when, antique vehicles exempted |

| | | |
|----|----------------|--|
| 1 | Kentucky | KRS § 189 090. Brakes |
| 2 | Louisiana | LSA-R S 32.341 Brake equipment required |
| 3 | Maine | 29-A M R.S.A § 1902. Brakes |
| 4 | Maryland | MD Code, Transportation, § 22-301.Necessary brake equipment |
| 5 | Massachusetts | M G.L A 90 § 7 Brakes, braking systems, mufflers, horns, lights, audible |
| 6 | | warning systems, and other equipment, compliance with safety standards, |
| 7 | | stickers and emblems |
| 8 | Michigan | M C L A 257 705 Brakes |
| 9 | Minnesota | M S A § 169 67 Brakes |
| 10 | Mississippi | Miss Code Ann § 63-7-51 Brakes, and Miss Code Ann § 63-7-53 Brake |
| 11 | | Standards |
| 12 | Missouri | V A M S 307 170 Other equipment of motor vehicles |
| 13 | Montana | MCA 61-9-303 Parking brakes--adequacy, MCA 61-9-301 Brake equipment |
| 14 | | required, and MCA 61-9-302 Service brakes--adequacy |
| 15 | Nebraska | Neb R St § 60-6,244 Motor vehicles, brakes, requirements |
| 16 | Nevada | N R S § 484 593 Equipment required |
| 17 | New Hampshire | N H Rev Stat § 266 27-a Parking Brakes Required |
| 18 | | N H. Rev Stat § 266 27 Brakes Required |
| 19 | New Jersey | N J S A § 39 3-67 Brake equipment required |
| 20 | New Mexico | N M S A 1978, § 66-3-840 Brakes |
| 21 | New York | McKinney's Vehicle and Traffic Law § 375 Equipment |
| 22 | North Carolina | N C G S A § 20-124 Brakes |
| 23 | North Dakota | NDCC, 39-21-32 Brake equipment required |
| 24 | Ohio | R C § 4513 20 Brake equipment |
| 25 | Oklahoma | 47 Okl St Ann § 12-301 Brake equipment required |
| 26 | Oregon | O R S § 815 125 Brakes, requirements and standards |
| 27 | Pennsylvania | 75 Pa C S A § 4502 General requirements for braking systems |
| 28 | Rhode Island | Gen Laws 1956, § 31-23-4 Brake equipment required |
| | South Carolina | Code 1976 § 56-5-4850 Brake equipment |

| | |
|---------------|--|
| South Dakota | SDCL § 32-18-14 Capability of parking brake-Parking brake assisted by service brake, SDCL § 32-18-13 Parking brakes--Violation as misdemeanor, and SDCL § 32-18-1 Brakes required on particular vehicles--Violation as misdemeanor |
| Tennessee | T C A § 55-9-204 Brakes |
| Texas | V T C A , Transportation Code § 547 404 Parking Brakes Required, and V T C A , Transportation Code § 547 401. Brakes Required |
| Utah | U C A 1953 § 41-6a-1623 Braking systems required--Adoption of performance requirements by department |
| Vermont | 23 V S A § 1307 Brake equipment required |
| Virginia | Va Code Ann § 46 2-1066 Brakes, and Va Code Ann § 46 2-1068 Emergency or parking brakes |
| Washington | West's RCWA 46 37 340 Braking equipment required |
| West Virginia | W Va Code, § 17C-15-31 Brakes-generally |
| Wisconsin | W S A 347 35 Brakes |
| Wyoming | W S 1977 § 31-5-950 General braking requirements |

127 Defendant's misconduct as alleged in this action constitutes negligence and other tortious conduct and this misconduct gave Defendant's an unfair competitive advantage over their competitors

128 The harm, the risk of serious injury to persons and/or property, including serious bodily injury and/or death resulting from the failure and substantial likely hood that these defective parking brakes on the Subject Vehicles will fail to function and operate as an immobilization device, far outweighs any benefit for allowing GM and Defendants DOES 1 through 100 to continue its acts and practices of misrepresenting the quality, safety and functionality and/or withholding and failing to disclose to owners and lessees of these vehicles important safety related information concerning a defect that, at all time relevant, Defendants knew, or in the exercise of reasonable care should have known since the date of manufacture and sale of each of the Subject Vehicles at issue

129 As a result of Defendant's acts, omissions, misrepresentations, practices and non-disclosures as alleged herein, members of the public are likely to be deceived and/or have lead to consumer confusion

1 that the Subject Vehicles contain and/or are equipped with a fully functional and operational parking brake
2 system to use as an immobilization device to prevent the vehicle from unintended rolling, when: (1) parking
3 on a hill or incline, (2) jacking up the vehicle to replace a wheel or tire, particularly in case of a roadside
4 emergency such as a tire blow out or other common event that drivers are likely to experience, and (3) to
5 immobilize the vehicle when it is required to leave the vehicle unattended with the engine running. Said
6 acts, omissions, misrepresentations, practices and non-disclosures as alleged herein therefor constitute
7 fraudulent business acts and/or practices within the meaning of California Business & Professions Code §§
8 17200, *et seq*.

9 130 As alleged herein, GM has for many years, conducted national advertising of its various
10 products, stressing the excellence and reliability of its products, including but not limited to the Subjects
11 Trucks, quality, safety, functionality and/or performance.

12 131 At all relevant times, as alleged herein, GM has aggressively promoted and advertised the
13 Subject Vehicles in an unlawful, unfair, fraudulent, untrue and/or deceptive manner that is and was likely
14 to deceive the public.

15 132 Defendant's misconduct, as fully described herein, constitutes acts of untrue and misleading
16 advertising and are, by definition, violations of California Business & Professions Code § 17200 *et seq*.

17 133 The acts, omissions, misrepresentations, practices, non-disclosures and/or concealment of
18 material facts, and/or deception alleged in the preceding paragraphs occurred in connection with Defendant's
19 conduct of trade and commerce in California.

20 134 Defendants' misconduct as alleged in this action constitutes negligence and other tortious
21 conduct and this misconduct gave these Defendants an unfair competitive advantage over their competitors.

22 135 As a direct and proximate result of the aforementioned acts, Defendants, and each of them,
23 received monies expended by Plaintiffs and others Similarly Situated who purchased the Subject Vehicles.

24 136 Plaintiffs further allege that the monies paid by them for the purchase of their Subject
25 Vehicles conferred a monetary benefit on Defendant GM, as without such purchases, GM would not have
26 been able to sell the Subject Vehicles through any third party distributors or retailers. Thus, the monies
27 obtained by GM through their sale of the Subject Vehicles were obtained as a result of monies paid by
28 Plaintiffs and the putative class, Plaintiffs have a vested interest in this money, and Plaintiffs are entitled to

1 restitution of such ill gotten gains

2 137 Defendants' conduct constitutes unfair acts or practices conducted in the course of defendants'
3 respective businesses, and thereby constitutes violations of California Business and Professions Code
4 sections 17200, *et seq* Such conduct offends the established public policy of the State of California and is
5 immoral, unethical, oppressive, unscrupulous and substantially injurious

6 138 As a direct and proximate result of Defendants' unlawful, unfair and fraudulent business
7 practices as alleged herein, Defendants have. (a) sold more vehicles than it otherwise could have, (b) charged
8 inflated prices for the Subject Vehicles measured by the difference between what was represented a vehicle
9 with a parking brake system that would function and operate as an immobilization device, and what the
10 Class members received, a vehicle with a defective parking brake system that would not immobilize the
11 vehicle when required, unjustly enriching itself thereby; and (c) charged and retained fees for providing
12 repair and other services that they otherwise would not have been able to charge or retain

13 139 The unlawful, unfair, deceptive and/or fraudulent business practices and/or false and
14 misleading advertising of defendants, as fully described herein, present a continuing threat to members of
15 the public to be injured by the Subject Vehicles as alleged herein Pursuant to Section 17203 of the UCL,
16 Plaintiffs seek an order of this Court enjoining Defendants from continuing to engage in unlawful, unfair
17 or fraudulent business practices, and any other act prohibited by the UCL Plaintiffs also seek an order
18 requiring Defendants to fully disclose the true nature of its misrepresentations and omissions, and engage
19 in a corrective notice and/or advertising campaign to fully disclose true nature of the defects in the parking
20 brakes on the Subject Vehicles as alleged herein and offer free replacement and repair of the parking brakes
21 on the Subject Vehicles in order to correct the misrepresentations and omissions made by Defendants

22 140 Defendants' conduct constitutes unfair acts or practices conducted in the course of Defendants
23 respective businesses, and thereby constitutes violations of California Business and Professions Code
24 sections 17200, *et seq* Defendants' conduct and intent to widely market the Subject Vehicles to California
25 consumers involved false and misleading advertising Such conduct offends the established public policy
26 of the State of California and is immoral, unethical, oppressive, unscrupulous and substantially injurious

27 141 Pursuant to Section 17203 of the UCL, Plaintiff seeks an order of this Court enjoining GM
28 from continuing to engage in unlawful, unfair or fraudulent business practices, and any other act prohibited

1 by the UCL Plaintiff also seeks an order requiring GM to comply with the terms of the California Secret
2 Warranty Law by (a) notifying Class Members of the secret parking brake warranty, (b) providing free
3 installation of the Parking Brake Kit (in installation of the re-designed spring clip retainer) to Class
4 Members, (c) notifying dealers of the facts underlying the parking brake problem and the terms of the secret
5 parking brake warranty, (d) notifying the New Motor Vehicle Board of the secret parking brake warranty,
6 and (e) identifying and reimbursing Class Members who have paid for the Parking Brake Kit (including the
7 re-designed spring clip retainer) to be installed. Plaintiff also seeks an order (i) enjoining GM from failing
8 and refusing to make full restitution of all moneys wrongfully obtained and (ii) disgorging all ill-gotten
9 revenues and/or profits earned or retained as a result of GM's violations of the California Secret Warranty
10 Law

11 142 As set forth, above, GM has violated the California Secret Warranty Law, Civil Code §§
12 1795 90 *et seq*. As a proximate result of GM's conduct, GM obtained secret profits by which it became
13 unjustly enriched at Plaintiff and the Class Members' expense

14 143 Plaintiffs also seek an order establishing GM as a constructive trustee of the secret profits
15 that served to unjustly enrich GM, together with interest during the period in which GM has retained such
16 funds, and requiring GM to disgorge those funds in a manner to be determined by the Court and in addition
17 to the relief requested in the Prayer below, Plaintiffs seek the imposition of a constructive trust over, and
18 restitution of, the monies collected and profits realized by Defendants

19 144 The unlawful, unfair, deceptive and/or fraudulent business practices and/or false and
20 misleading advertising of Defendants, as fully described herein, present a continuing threat to members of
21 the public to be injured by the Subject Vehicles equipped with the defective parking brake systems as alleged
22 herein

23 145 WHEREFORE, Plaintiffs and the Class members are entitled to equitable relief, including
24 restitution, disgorgement of all profits accruing to Defendant because of its unlawful, unfair, fraudulent and
25 deceptive practices, attorney fees and costs, declaratory relief, and a permanent injunction enjoining
26 Defendant from its unlawful, unfair, fraudulent and deceitful activity

27 ///

28 ///

X.

PRAYER

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated and as to the Fourth Cause of Action, also on behalf of the general public, pray for judgment against Defendants as follows

- A An order certifying this case as a class action and appointing Plaintiffs and their counsel to represent the class;
- B For actual damages for injuries suffered by Plaintiffs and the Class pursuant to California Civil Code § 1780(a)(1),
- C For an order awarding restitution and disgorgement of monies Defendants wrongfully acquired through the sales of the Subject Vehicles as a result of Defendants unlawful, unfair, and deceptive acts and/or practices, together with interest thereon to the date of payment to the victims of such violations,
- D For statutory damages in an amount of not less than \$1,000 per Plaintiff or class member pursuant to California Civil Code § 1780(a)(1),
- E For an order requiring Defendants to immediately cease its wrongful conduct as set forth above, enjoining Defendants from continuing to falsely market and advertise, conceal material information and conduct business via the unlawful and unfair business acts and practices complained of herein, and ordering Defendants to engage in corrective notice,
- F For punitive damages in an amount to deter Defendants from similar conduct in the future pursuant to California Civil Code § 1780(a)(4),
- G For reasonable attorneys' fees and the costs of this action pursuant to California Code of Civil Procedure §§ 1021.5 and 1033.5(a)(10)(B), and attorney fees pursuant to California Civil Code § 1780(d), and/or from the common fund and for all costs associated with administration of the common fund and the costs of this action,
- H For pre-judgment interest at the maximum legal rate, and
- I For such other relief as this Court may deem just and proper

XI

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury for themselves and the class on all claims so triable

December 9, 2005

SPIRO MOSS BARNES HARRISON & BARGE LLP

By 

DAVID M. ARBOGAST

Attorneys for Plaintiffs La Ronda Hunter,
Rosana N. Pulgarin, Robin Gonzales and all others
Similarly Situated